



George B. Woodruff
Feb 14th 1897

G. B. Woodruff
Litchfield
Conn.

George Woodruff
Contents

Actions

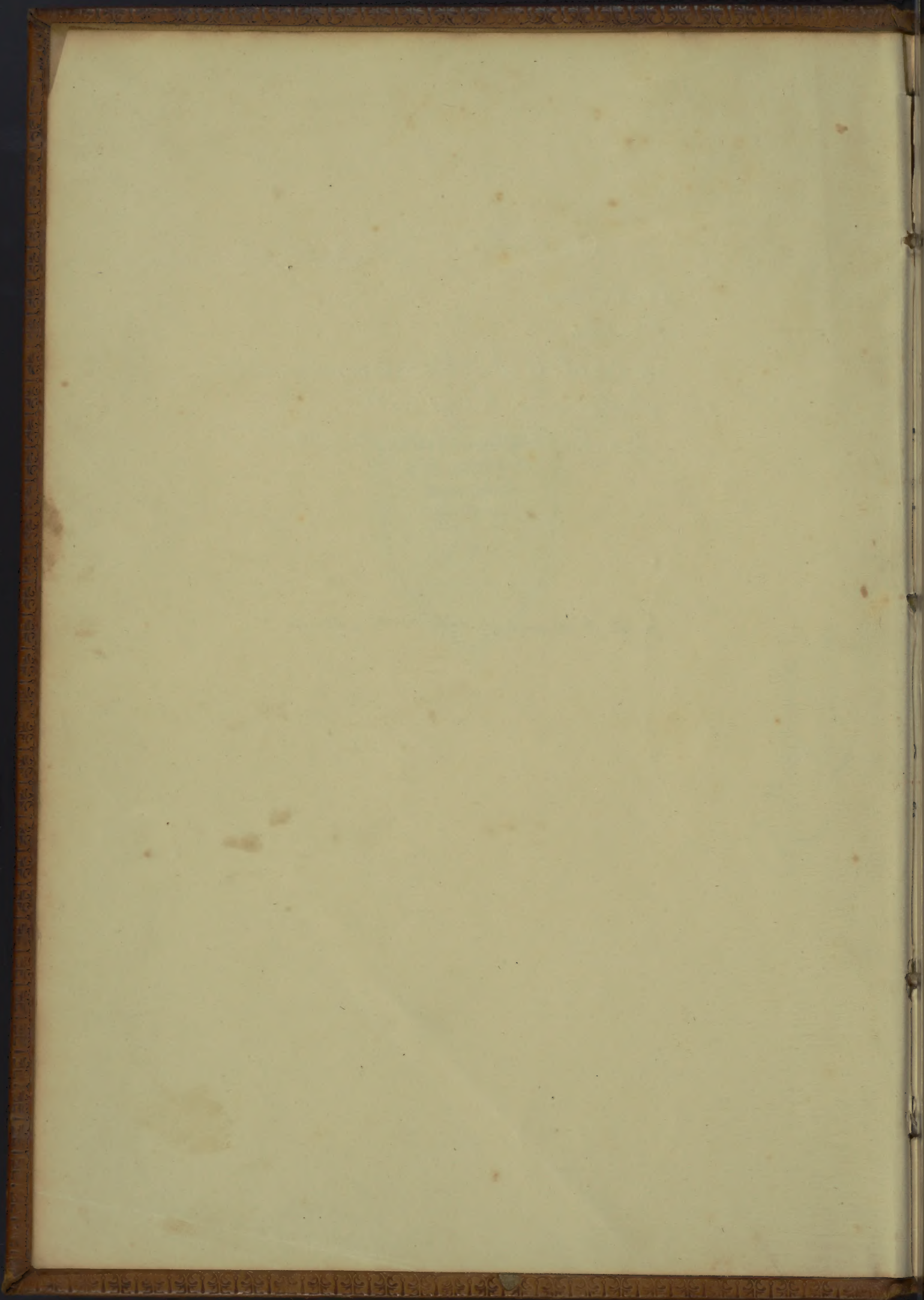
Morts

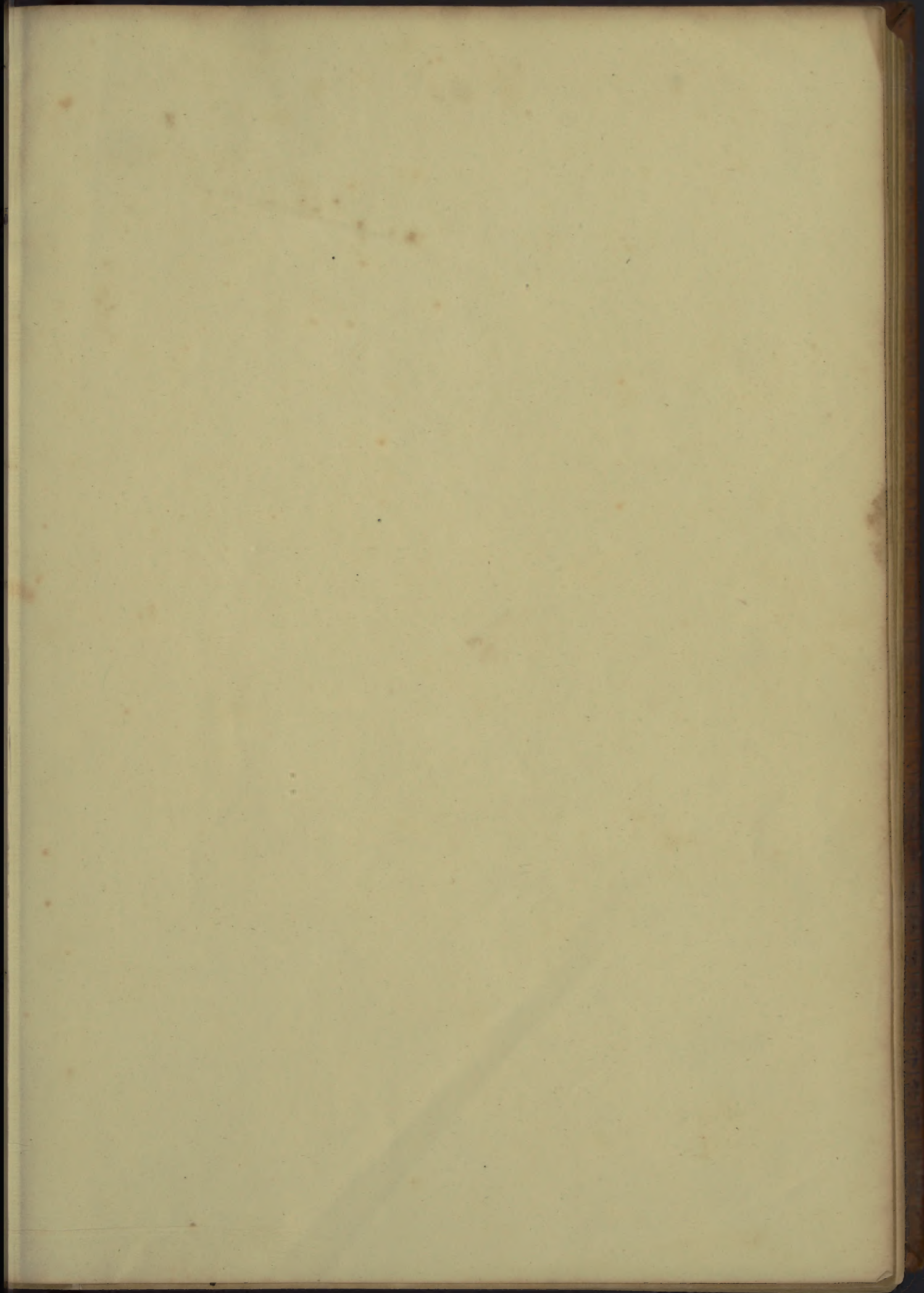
Executors & Administrators

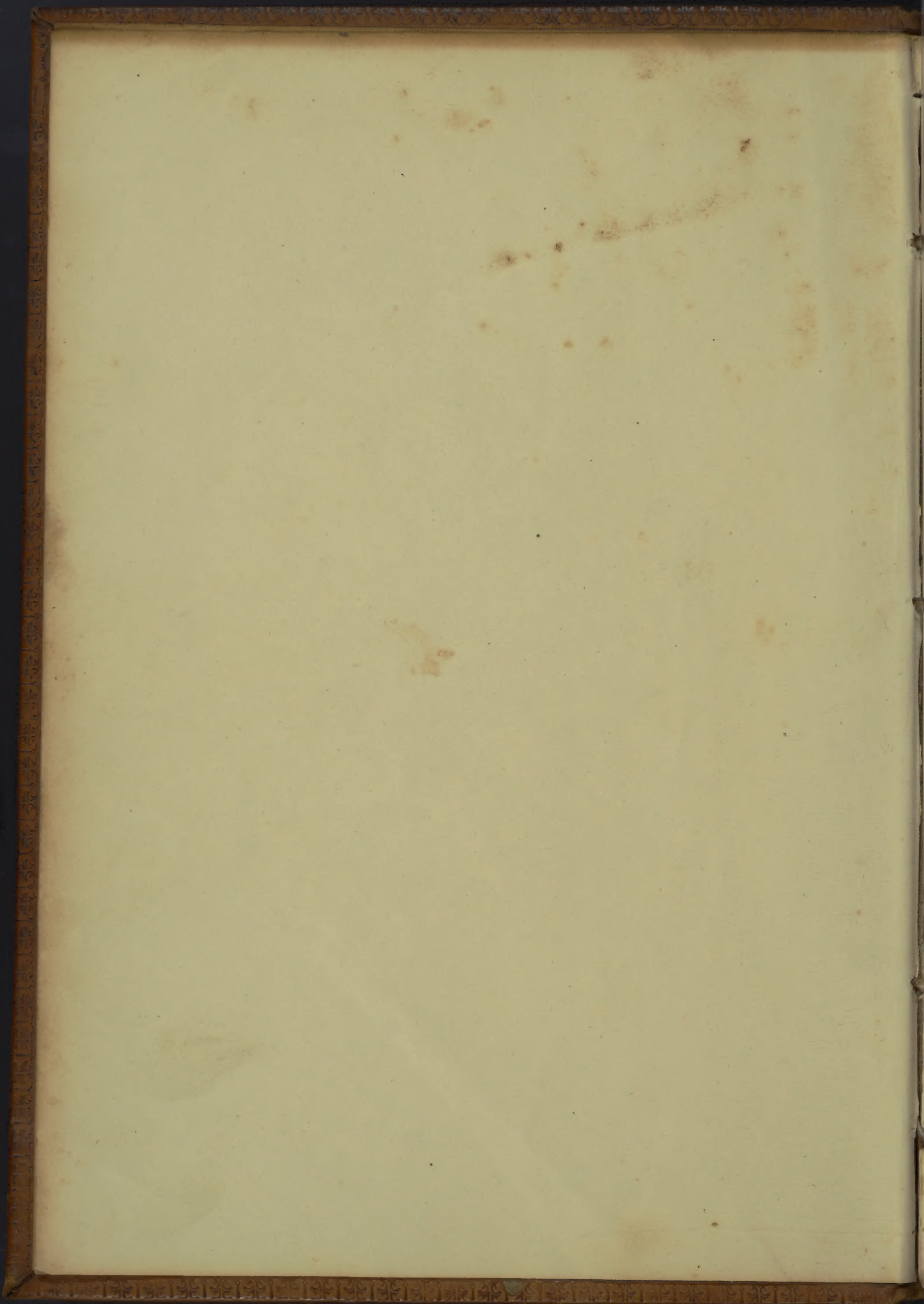
Notes & Request

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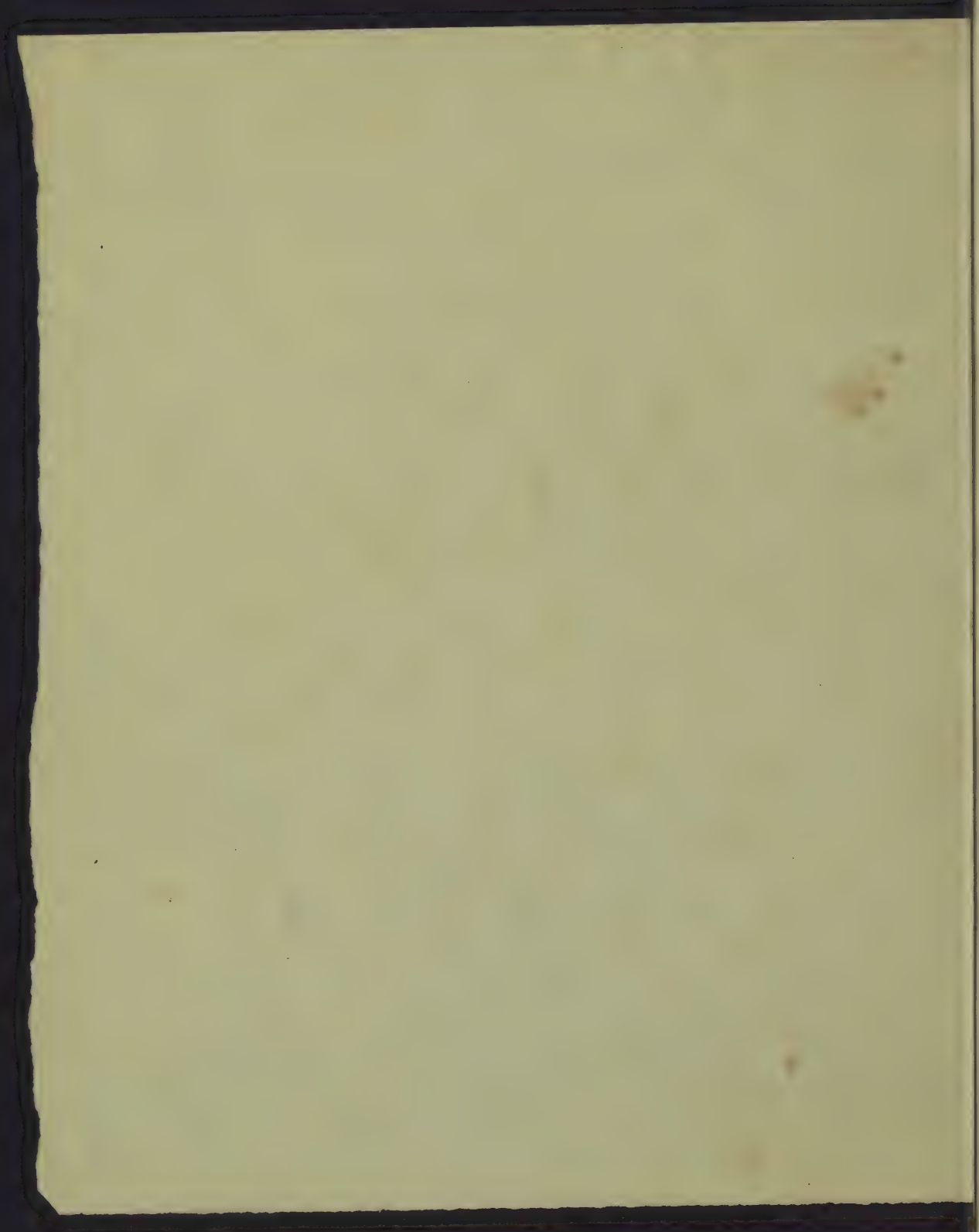
George C Woodruff's copy Book of Remembrance













Cireman's Broken

It is a common error that a mere assurance is not
of itself agreed to be enforceable. It is not enforceable unless con-
sidered for a performance of coven in another deed. It is enforce-
able as well as to covenants of quiet enjoyment as to those which are
expressly so. In "Cockett v. Cockett" in a lease a bond given
to perform a covenant in a lease in a case is to the same effect
we may see on a lease.

Construction of Covenants Covenants are to be construed
liberally i.e. meaning of a parties is to be sought without such
strict adherence to technical rules, as in case of deeds or
grants executed in accordance with the 4th & 5th Stat. 140 & 141
45 & 46. Therefore in many instances a literal performance
will not be sufficient. A Court to deliver a bond to B on such
a day B being a witness, if before a day a sees B on a bond & re-
ceives it on a day, he is liable in a covenant. There is
a literal but not a substantial performance. not according
to the true meaning of a covenant. Cro. E. 7 1 Salk 48 2 B. 170 1 Bac 526

So if one covenants, on a other behalf, y^t his son being
under age of consent, shall marry a woman, & afterwards the son
heathens & does not marry, nor afterwards does not
there is no breach of covenant. It is strictly no marriage. There
is performance tho' not literal is substantial. Leon 52 3 B. 274
On y^e other hand if a man covenants to have a day's time
in a land, & it does not come there it is a breach. per-
formance is literal but not substantial. Leon 271 2 B. 144 1 H. B.
170 argu^t 1 Bac 429. 242 A covenant to deliver a piece of land to B.
but it is in # takes it then delivers it at y^e day. y^t is a breach. See
429 So when a brewer contracts y^t Per. should have his goods
delivered y^e 1st of March 39. 40 coven. to pay £50 & more not mentioned.
it has been generally held y^t delivery of 50 pounds of a collateral con-
tract is no performance. 1 Sid 151 * instead of money

It is not a contract to rent a house if it is not
 a covenant to maintain it at an rent 25 or 75 15. 2705. 30 L.R.
 1477 1504 355 C.M. 270 2433 Secured by implied contract to pay
 for use & occupation But whether Cg. can recover a sum af-
 ter destruction of the house is more uncertain than
 after a payment of c. 83 The answer is in the affirmative
 in favour of the lessor. No other case cited in the 1st 2nd
 no mention in 1st case of a covenant to maintain a house which
 is in fact a house 1743 1504 355 27 n) That covenant is re-
 lative to the house.

The lessor, Cg. cannot control the house. But the
 administrator is bound from an attention to circumstances. It is a
 duty of L. to call notice - a tenant is bound on grounds of
 a promise of L. to not remove for such a house. Then Cg. is re-
 sponsible for the house. Note it is in construction. In action
 by parties it is a matter of fact - and in good con-
 science what is the obligation is there upon a lease to bear the
 loss of a house to bear the proportion of the value of it from
 the decision in 3 C.M. 270 387 there is a case. 3 C.M. 270 387
 115 1 May. Ch 30 1504 310

In case of implied contract such accident is not a covenant
 or an implied contract for a lease of a house, unless
 it would not be sufficient for a destruction of it to be a lease. The
 suppose of contract express which lease is not a lease to be
 thing exactly titled? 15-14 3 C.M. 1539 1405 315 n) 240 29 25
 42.50 The contract, diversity, appears to be a L. does not im-
 ply is inevitable accident. The party may make one to ex-
 press words in a lease to be a lease or a lease or a lease
 under an implied contract an express contract is necessary to
 create a lease. See "Bailment" 15. There can be no difference
 in construction between express & implied contract.

to cert. a man not at home - as in the case of an
 in case of Bro C. 523. He 521 is a cert. in man. with a name is
 "assigned to a cert." Bro 534 ex c. 383. Mar 397 Bro 156
 By rule cert. then a man is bound to be mentioned in
 a cert. * Because subject to a cert. it is to some extent
2 But in a time appointed to receive a commission which was 2
 not in case a time or place is not named - some of cert
 does not run as above is of course a question. Wheaton's
 Sec. 368

22 The assignee is then or not bound in it unless
 named in not in all cases. The name of a cert. or assignee must
 be given a rule "assignee" only. Change assignee is not bound unless
 named 510 1 Bro 127 3 J. & 393 ex c. 552. The cert. is a rule
 i.e. does not run with a name. Ex c. 552. 1 Bro 534 in this
 was not in case. But a cert. runs with a name if it does to a man
 or commission or thing denoted. Ex. cert. is a man or a thing
 said a man is bound in it he not named (Ex. 15. 15. 15)
 in the cert. there is no man does not run with a name
 (Ex. 125) There is no rule as the rule is a man or a thing
 there assigned 341 233. Ex. Reg. & Reg. 803 125 225 228
 232. And in a cert. man with a name or a man of these
 last supposed action lies vs assignee or hastily (Ex. 530
 530 Ex c. 222) Ex. For not running. Ex. For rule universal
 suppose cert. or cert. Bro 26

3 When assignees are named they are obliged in general
 to perform all of cert. whether they ~~are~~ ^{run} with the year or not. So
 as cert. to be used for commission assignee to be a rule in place, Bro
 534) But a cert. in 4th case must be a thing which relates to a
 man; otherwise assignees are not bound. The named
 Wheaton's Sec. 368.

Covenant Broken

4 To assignees are not bound to assign a leasehold interest in land to a third party unless the leasehold interest is a leasehold interest in land. In the case of a leasehold interest in land, the assignee is not bound to assign the leasehold interest in land to a third party unless the leasehold interest is a leasehold interest in land. In the case of a leasehold interest in land, the assignee is not bound to assign the leasehold interest in land to a third party unless the leasehold interest is a leasehold interest in land.

5 But when a leasehold interest in land is assigned to a third party, the assignee is not bound to assign the leasehold interest in land to a third party unless the leasehold interest is a leasehold interest in land. In the case of a leasehold interest in land, the assignee is not bound to assign the leasehold interest in land to a third party unless the leasehold interest is a leasehold interest in land. In the case of a leasehold interest in land, the assignee is not bound to assign the leasehold interest in land to a third party unless the leasehold interest is a leasehold interest in land.

6 A leasehold interest in land is not a leasehold interest in land unless it is a leasehold interest in land. In the case of a leasehold interest in land, the assignee is not bound to assign the leasehold interest in land to a third party unless the leasehold interest is a leasehold interest in land. In the case of a leasehold interest in land, the assignee is not bound to assign the leasehold interest in land to a third party unless the leasehold interest is a leasehold interest in land.

Covenant Broken1. In the case of a Covenant to Representatives in the 20

Gen. Case The ex. of covenants are implied in im-
 struments issued without naming (Bar. 1. 28 2 P. L. 107) Rol
 5. 9 (L. 4 a Part 2nd ex. when a cov^t is made in a re-
 formed in a testator's will (C. 553) Bar. 210 2 Com. 4
 cov^t 1 Rol 5. 9, 39 2nd mod 259 Part 2nd ex cov^t is made to
 instruct a person here & ex^t are not bound to instruct af-
 ter ex^t made But they are made even in a last case if
 a cov^t was made in a cov^t's lifetime Com. 4 cov^t 1

So an ancestor since in the may find his heir to cov^t
 ex. a cov^t to see land & dies before a conveyance this is made
 in a deed in the conveyance which will be to ex^t (Gen. 4)
 (L. 100 213 C. 495 a) In a deed it is a covenant to ex^t for a
 debt This is a cov^t made in a deed (C. 495 a) L. 100 213
 L. 100 213 cov^t (L. 100 213 C. 495 a) a covenant to ex^t for a
 debt (L. 100 213 C. 495 a) Bar. 58 Rol 540, 542 vide 54 2 P. 300, 4 Com 49
 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

It is not with this but with a covenant for quiet enjoyment 20
 even in a covenant for quiet enjoyment a cov^t is broken in a life
 time if ex^t to a named land is made (L. 100 213 C. 495 a) Rol 540, 542
 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Cornant Arken

39

[illegible]

The principle has been considered to say: must an
 intervenor be able to show that his or her interests are considered to have
 been affected by the decision of the court. In *Re. the will of the late John A. Macdonald*, 2 J.R. 105
 it was held that a stockholder in a company (2 B.C. 105) whose share
 ownership has recovered by judgment of the court (2 J.R. 259). The case in 2 B.C. 105
 is perhaps only one in which the court has shown countenance to such an
 action. But maintaining a case to be done so, is very questionable
 a principle as it would not support an action in case 2 J.R. 105
 7 J.R. 260 1000 30 Dec 4 J.R. 152 1000 35

But is one having attached himself as surety takes a car or bond or indemnity, after his liability has attached, no right of action accrues till special damnification has been made. See 234 West 507. i.e. it creates a single bill as respects the award of indemnity or takes of same as a condition of its condition broken, otherwise it would be voided for non-observance of course or immediately liable upon award or car. No given as security is future damages. This distinction is founded on a respondeat intention of y parties in 2 cases i.e. a very construction of y car - 5 Co. 24a

Covenant Broken

2. Breach assumed - covt was not given. But it
 is not broken as covt never was made by any limit
 covt. 57 - Dec 88 2 J.C. 2, 3, 4 5 J.C. 2-8 2 Nov 88
 - is an irregular mode of making performance. But would
 not this be a case in which a contract is made? as when
 it is - "I would in an arm it is made a fixed time (88 J.C.
 2-8, 281 Dec 2 Nov, 311) Jan 2. 311 covt made (2 J.C. 2, 3, 4)
 I cannot think not, for it is not even ^{as usual} 2. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

It is laid down as a rule. Then ~~the~~ covt are
 all a firm rule, performance is generally not
 covt 308 - 311 - 315 - 318 - 321 - 324 - 327 - 330 - 333 - 336 - 339 - 342 - 345 - 348 - 351 - 354 - 357 - 360 - 363 - 366 - 369 - 372 - 375 - 378 - 381 - 384 - 387 - 390 - 393 - 396 - 399 - 402 - 405 - 408 - 411 - 414 - 417 - 420 - 423 - 426 - 429 - 432 - 435 - 438 - 441 - 444 - 447 - 450 - 453 - 456 - 459 - 462 - 465 - 468 - 471 - 474 - 477 - 480 - 483 - 486 - 489 - 492 - 495 - 498 - 501 - 504 - 507 - 510 - 513 - 516 - 519 - 522 - 525 - 528 - 531 - 534 - 537 - 540 - 543 - 546 - 549 - 552 - 555 - 558 - 561 - 564 - 567 - 570 - 573 - 576 - 579 - 582 - 585 - 588 - 591 - 594 - 597 - 600 - 603 - 606 - 609 - 612 - 615 - 618 - 621 - 624 - 627 - 630 - 633 - 636 - 639 - 642 - 645 - 648 - 651 - 654 - 657 - 660 - 663 - 666 - 669 - 672 - 675 - 678 - 681 - 684 - 687 - 690 - 693 - 696 - 699 - 702 - 705 - 708 - 711 - 714 - 717 - 720 - 723 - 726 - 729 - 732 - 735 - 738 - 741 - 744 - 747 - 750 - 753 - 756 - 759 - 762 - 765 - 768 - 771 - 774 - 777 - 780 - 783 - 786 - 789 - 792 - 795 - 798 - 801 - 804 - 807 - 810 - 813 - 816 - 819 - 822 - 825 - 828 - 831 - 834 - 837 - 840 - 843 - 846 - 849 - 852 - 855 - 858 - 861 - 864 - 867 - 870 - 873 - 876 - 879 - 882 - 885 - 888 - 891 - 894 - 897 - 900 - 903 - 906 - 909 - 912 - 915 - 918 - 921 - 924 - 927 - 930 - 933 - 936 - 939 - 942 - 945 - 948 - 951 - 954 - 957 - 960 - 963 - 966 - 969 - 972 - 975 - 978 - 981 - 984 - 987 - 990 - 993 - 996 - 999

The rule is not thus limited would contradict 33
 another rule well established viz. That when a covt is
 covt to do a number of specific acts, must be per-
 formance specially i.e. performance of each act. 1 Sam
 17n Exod. 249 344 498 4 Bac 88, 91, 5 Exod. 359, 60 1 Lev
 303 344 215 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999

Covenant Broken

51

32

Rule 3rd Under a covenant to convey land as to "damages" or "general" things not ascertained and damages, costs & charges in such suit & non damni-
fication is good (1 Bro 2910 Lunt 374 3 Mac 252 3 & 336 n
5 Mac 224 & Bac 4 Story's Pleas 245 2 Co. 36 481 for non da-
mages is in effect a promise to indemnify or save
"harmless" gen^l, because "non constat" if a thing ever
has occurred or ever existed; ~ if it has been shown to
it Lunt 117 n Lunt 375 Bro 2903.334 2 Co. 4 2 Ric 120

Rule 4th But when "non damnificatus" would be
proper, still, in C. cases affirmatively (as if he has dis-
charged or saved & kept harmless) he must plead it spe-
cially: Lunt 117 n 2 Co 36 4 a Bro 2903.334 Bro 2915 4 Mac
92 But pleading generally "saved harmless" is the in spe-
cial disclaimer (1 Lunt 117 n Lev 194) tho' plea is affirm^t
& supposes some act done for & defect is only in y manner
of covering y act "Non damnificatus" is not good to plead
on bond conditioned to pay money at a time certain; tho' it
appears from y condition y^t y bond was given as a gen. in-
demnity (32 B 538) for y obligⁿ is in terms for a specific
thing.

If a covenant to convey land even to a stranger. Per-
formance must be pleaded specifically, accord^g to y pleading distinct^{ly}
(2 Mac 1154 Bro 3554.50 1 Shev 15 com 82 Lunt 305) i.e. non acc^t & done by
y cov^r & non self must be so pleaded - 1 Co 36 481 "Non dam-
nificatus" where it is proper, a verification consisting of
a gen. allegation of damnification is ill. It must shew
y specific damnification 4 Bac 92.124 1 Lev 83 1 Ric 444

Covenant Broken

in. Sec. 12. no transgression. Hence if Pil. was an
 admitted "violinist" more or less; for there is no direct cut
 put in. In the same relation is a more radical instance
 the no. 1. 1. as well as the rest of the case. In the
 - it is a matter of fact that it is necessary. For as the
 covenant is not a manipulation; he must show in
 what it consists.

Ante 35 tot in e, at a cotton in vest a following
 after a t L in debt on bond, one breach being a for-
 feiture of y whole penalty 5 Com. 35 & Jac 34.5. 31
 2 vent 198. 200 112 Com 297 200 203 3 dec 108
 "Reading" Division & vicinity - also a notice
 But as our st enables C of L. to receive 25
 penalties: If in an action on a penal bond
 man assign any number of breaches And not
 be a t 8 & 9 Com 3* He may assign as many
 breaches, as he pleases in action on bond. For
 performance of covenant to be therein Jac 54+
 2 Lil 377 & T. 2 125 20. 2 105. 111 2 Jac 820 & T. 2
 4 & C. 452 arg. Com. 407 - "Tors of C. 4" 33, and re-
 cover only his just damages - not a whole penali-
 ty, unless damages equal it * Ante ca 20
 in, or not within y 2 stat in the. & tr. 2

Account

Shall not be not to receive a demand, but as to demand re-
 ceived in judgment, for a judgment demand is made certain
 2 Bac 14 1 Bac 500 2 Bac 455 Feb 20 1807 So debt is a demand
 which to say a demand certain it is in nature of a demand 2 Bac 113
 2 Bac 14 in judgment is in nature of a demand, but in judgment it is not
 1 Bac 1054 2 Bac 2482 1 Bac 557 5 Bac 525 7 Bac 410 5 Bac 123 So if a demand
 in custody, it is discharged with the Plaintiff's consent, but in ex² it is
 satisfaction in L. for a time being 1 Bac 113 7 Bac 411 4 Bac 2482
 So debt is not a demand, but a demand is taken, for in
 nature of a demand in nature, a demand is good 1 Bac 323 2 Bac
 214 2 Bac 355 1 Bac 551 Port 12 But debt is only part of a demand
 of ex² has been carried 1 Bac 195 1 Bac 92

As to proper time of bringing debt on judgment in Eng.

1. Point In Eng. gen. execution cannot issue a demand
 having 2 Bac 306 2 Bac 307 1 Bac 351 - In the case of a demand, a demand
 is a demand in judgment, for after such a term debt is
 presumed or rather so, as presumed, if ex² cannot issue
5. a course But, St. Best 2 gave a decision in a case to show
 cause why ex² would not issue, if a judgment is not made
 to be satisfied, ex² will be awarded on a judgment. There is an ex-
 ception to it when ex² has been removed or debt given in some
 other case 2 Bac 302 1 Bac 500 1 Bac 304 1 Bac 288 1 Bac 283, 4

It seems to have been resolved that debt will not be within
 a year's limitation, vide 1 Bac 101 1 Bac 102 1 Bac 103 1 Bac 104
 1 Bac 105 1 Bac 106 1 Bac 107 1 Bac 108 1 Bac 109 1 Bac 110
 1 Bac 111 1 Bac 112 1 Bac 113 1 Bac 114 1 Bac 115 1 Bac 116
 1 Bac 117 1 Bac 118 1 Bac 119 1 Bac 120 1 Bac 121 1 Bac 122
 1 Bac 123 1 Bac 124 1 Bac 125 1 Bac 126 1 Bac 127 1 Bac 128
 1 Bac 129 1 Bac 130 1 Bac 131 1 Bac 132 1 Bac 133 1 Bac 134
 1 Bac 135 1 Bac 136 1 Bac 137 1 Bac 138 1 Bac 139 1 Bac 140
 1 Bac 141 1 Bac 142 1 Bac 143 1 Bac 144 1 Bac 145 1 Bac 146
 1 Bac 147 1 Bac 148 1 Bac 149 1 Bac 150 1 Bac 151 1 Bac 152
 1 Bac 153 1 Bac 154 1 Bac 155 1 Bac 156 1 Bac 157 1 Bac 158
 1 Bac 159 1 Bac 160 1 Bac 161 1 Bac 162 1 Bac 163 1 Bac 164
 1 Bac 165 1 Bac 166 1 Bac 167 1 Bac 168 1 Bac 169 1 Bac 170
 1 Bac 171 1 Bac 172 1 Bac 173 1 Bac 174 1 Bac 175 1 Bac 176
 1 Bac 177 1 Bac 178 1 Bac 179 1 Bac 180 1 Bac 181 1 Bac 182
 1 Bac 183 1 Bac 184 1 Bac 185 1 Bac 186 1 Bac 187 1 Bac 188
 1 Bac 189 1 Bac 190 1 Bac 191 1 Bac 192 1 Bac 193 1 Bac 194
 1 Bac 195 1 Bac 196 1 Bac 197 1 Bac 198 1 Bac 199 1 Bac 200

Def't

The Court no time is limited for taking ex². Therefore no
remedy from lapse of time to bring out on judgment after a year
has passed in Ind. And it seems to be generally agreed that in
Court, debt on judgment will not lie while ex² can be taken out. The
question is, must judgment be obtained or if it is not in such cases it would be
exceptions to the rule. I see last rule. But on the other hand
when ex² cannot be taken out debt on judgment will lie. If justice
be done when judgment is made or is removed before ex² granted
or satisfaction of judgment. The money due debt on judgment within 5 years
if it does not exceed \$35 it may be before another justice
if it exceeds it must be before county court. If \$35

So even after a number of time has elapsed Court. is still
not over-ex^{ed}, Court in such a. will lie so when a full benefit
of a judgment can be obtained in taking account in. sp. & ap. in
a previous action is an absolute bar for a subsequent action
for the same. So in fact, was rendered in another
State where a full action can be obtained, & ap. has removed
into a State, or has a full action there. So when, when
a full action to obtain interest on a judgment, & so will not a
full action lie in Court. at any time? Can. Erroneous judgment
will support an action for such judgment is available to all
persons who are necessary & Dec 21 75. R. 458 3d ed 345 5th ed 421
Rev^d 175

But it is true can hold in N.Y. if it is
 formally pronounced & appears by judgment is conclusive un-
 less it is shown to have been irregular or unfairly obtained
 & John 173 18 " 121 5 John 237 5 East 475 n 9 East 192 But if there
 was no formal notice no action will lie upon judgment 5 Do 37
 8 " 87 See if judgment actually appeared & John 173 The pre-
 sent rule then in N.Y. appears to be substantially of same as
 of in court. See 9 Do 247 9 East 192 Kirk 119 D.C. 1818 It is now
 settled by authority of U.S. that a judgment of a state court has same
 credit & validity & effect in every other state within U.S. as it
 had in a state in which it was rendered & whatever plea would be good
 to a suit thereon in such state, in another, can be pleaded in an-
 other state within U.S. - examine 48 32 East 234 "Evidence" 62

Will not go to effect on judgment unless it is in 53 For-
 merly, however, that would not lie in a foreign judgment 3 Do 1000
 Nor will it lie in a foreign judgment but there are some
 as simple contracts only have examinable The full title has
 ever implied a right to sue & fully contract is shown in 4 Do
 1000 2 H. R. 410 2 Do in discussing need not be as prima
 facie action (Kirk 120) See 5 East 475 n Post 8 But if
 judgment is examined here, only when he
 who claims its benefit it applies to have it enforced for it
 other voluntarily admitted to jurisdiction of our court
 2 H. R. 450 2 Do 232 Ray 473 Kirk 30 See when rendered in
 a foreign state can be used as defence

§

To act on a foreign judgment "not to record" is a
 void plea, & decision in one state as a record in another
 is not a "not to record" but a "record" in the same manner

Debt

But in the should return collateral articles to
 her & estimate them in his return at a sum sufficient to pay
 debt & extra would neglect to sell them it would seem y^t debt
 dies wth him for his own return & must be paid in ex^t ought not
 to be exonerated & have been 2 L. 10s 0-5' red Rn. Sect 4
 he can make a small sum at a time for notice in debt
 & if they are raised, he should have "some can stand" be
 15.4 Feb 200 & have £344 Debt dies for rent & removal in a case
 & is a small & approximate action, the in case of a concurrent
 rent in. D. 58 Lit. H. 58. 72 Debt dies ^{not} for rent & re-
 moval at removal in a L. L. for he is a living door 173
 1855 Debt dies for rent in all other cases

Debt on simple contract almost any action may be given in return
 of goods in debt on simple contract 1st & 2nd times, Part, or a Re- 13
 have now been given in ex^t under "the debt" The action
 in a recent case 1 ac 278, 3 ac 58 & 2. Rea 5th in. D. 282
 They are also good ideas in bar

Notice & Request

85

Gen. Rule When there is a contract to do one thing, in accordance with a "L" order, cannot discharge him or her by tender without request. Special request is necessary. Ex. 85 is a merchant engaged to deliver such a sum in goods at his store; so a merchant is a merchant engaged to deliver such a sum in goods at a fixed time, for he can't select goods. In such cases an actual request is from the nature of the case a condition precedent. 3 Bai 308. Since it is to be selected by a stranger. Then a merchant should request a stranger to choose 3 Bai 308.

Assumpsit

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Defence in action not to maintain for defendant's good or service Part 338

Assumpsit

2. In assumpsit the measure of damages is not a
 matter of law but of fact, to be determined by the jury
 according to the evidence. It is not sufficient to show that the
 defendant has failed to perform a contract, but it must be shown
 that he has failed to perform it in a manner which renders
 the contract worthless. In *Smith v. Lusk*, 100 Mass. 100, it was
 held that where an agent who had been authorized to
 receive money for a principal had received it, and then
 retained it for his own use, the principal was entitled to
 recover the money. In *Smith v. Lusk*, 100 Mass. 100, it was
 held that where an agent who had been authorized to
 receive money for a principal had received it, and then
 retained it for his own use, the principal was entitled to
 recover the money. In *Smith v. Lusk*, 100 Mass. 100, it was
 held that where an agent who had been authorized to
 receive money for a principal had received it, and then
 retained it for his own use, the principal was entitled to
 recover the money.

Measure To recover back money paid in advance
 for goods which cannot be carried. *See* 22 Mass. 22. Failure to
 carry goods is not a breach of contract, but a failure to
 perform a contract. In *Smith v. Lusk*, 100 Mass. 100, it was
 held that where an agent who had been authorized to
 receive money for a principal had received it, and then
 retained it for his own use, the principal was entitled to
 recover the money. In *Smith v. Lusk*, 100 Mass. 100, it was
 held that where an agent who had been authorized to
 receive money for a principal had received it, and then
 retained it for his own use, the principal was entitled to
 recover the money.

* 2 Day 37

It has to recover back money paid in advance for the
 carriage of goods which cannot be carried. If the failure is not imputable
 to the carrier of the goods *See* 100 Mass. 100. It is to recover money paid
 in advance for the purchase of property (as land) to which a vendor
 cannot or will not make a good title, or which differs from a description
 given of it in the contract. *See* 100 Mass. 100. *See* 100 Mass. 100. *See* 100 Mass. 100.
See 100 Mass. 100. *See* 100 Mass. 100. *See* 100 Mass. 100. *See* 100 Mass. 100.
See 100 Mass. 100. *See* 100 Mass. 100. *See* 100 Mass. 100. *See* 100 Mass. 100.

After a more liberal interpretation of the statute
made the before said statute to make, and make the case
inconsistence with. There is no case in the books where
it has been so far as an entire contract made and made with
several distinct subjects, to make the contract made according
to agreement, but there may be some cases where it has been
said that it is not a contract if several subjects are made for at
several distinct periods, and every one of them is not of the
same nature, but a contract is a particular subject to which there
is a definite title. This is a matter of a very distinct con-
tract. 11 B. & P. 12 The case was London & Lancashire
as a contract made in the year 1800. No special demand
was made in the action, it is sufficient to say that the
money was paid in the year 1800. 11 B. & P. 12

22 If money is not paid, the vendor's misrepresentation
of the value of the property, and the price paid by the
buyer, is a contract, but as it is a contract, it must
be made by the parties. 11 B. & P. 12 The case was London & Lancashire
as a contract made in the year 1800. No special demand
was made in the action, it is sufficient to say that the
money was paid in the year 1800. 11 B. & P. 12

and it seems that the vendor of the property to a minor
is not liable to a contract, he being a minor, and
the holder who should not pay a deposit till the
property is sold. 11 B. & P. 12 The case was London & Lancashire
as a contract made in the year 1800. No special demand
was made in the action, it is sufficient to say that the
money was paid in the year 1800. 11 B. & P. 12

It is to recover a debt or other sum of money which a person has received or is to receive from another person for money loaned or received from him or for other consideration. It is no express promise or fact exclude a presumption which creates an implied one or action will not lie. It is a gift for money and a receipt appears to be without consent express or implied or a gift. It is a receipt for a transfer without his consent esp. 4. 86. 7. 75. 7. 5. 10. 8. 5. 10. 130. 1330. 5. 10. 292.

31

For it is a common rule of law that one person cannot be liable for the act of another his involuntary act or negligence being considered a mere accident or mistake and not a tort. It is a receipt for a transfer without his consent esp. 4. 86. 7. 75. 7. 5. 10. 8. 5. 10. 130. 1330. 5. 10. 292.

But where a person is liable for the act of another his involuntary act or negligence being considered a mere accident or mistake and not a tort. It is a receipt for a transfer without his consent esp. 4. 86. 7. 75. 7. 5. 10. 8. 5. 10. 130. 1330. 5. 10. 292.

32

It is a common rule of law that one person cannot be liable for the act of another his involuntary act or negligence being considered a mere accident or mistake and not a tort. It is a receipt for a transfer without his consent esp. 4. 86. 7. 75. 7. 5. 10. 8. 5. 10. 130. 1330. 5. 10. 292.

22

There is an exception in some of the cases as in
 case of merchandise between merchants. Mer. 121 in the
 1st case Bal 370 Deb. 149, 280 2 John 200 The exception is when it
 extends to all Merch's include as well as trading abroad
 Bal 370 2 John 126 Not cases of mutual over acct. (between
 Merch's) when there are debts on both sides. In such case
 one item of credit within 6 years will take all other
 parties acct. etc. of y St. Bal 70 x 12 and 49. 6 J. 2. 100 Bal 255
 Every new item of credit given by one party to another takes
 y acct. out of y Affair's L. 8. All the same as a party
 giving credit. The action must be in discharge of
 (the debt) and not a new loan. (See cases) are rather
 y exception. But between persons not merchants if all y items are
 all on one side, i.e. all on a debit side an item within six
 years will not take a case out of y St. 6 J. 2. 109. Bal 70. 82

But in an action ^{acct} in case of a debt, an
 action more y six years afterwards is not within a statute
 whereby parties must be Merch's or others. For exception
 embraces other accounts. No impeachment to a suit
 when y acct. is signed. Bal 72. 2 2 John 124 2 John
 200 1 John 457 2 Mer. 312 2 John 110 2 John 400 2 John 180 2 John
 an action for contribution against the obligors which may
 y whole debt, as his obligor is better. St. 6 J. 2. Bal 85-86
 L. 100 Affair is y ground of y acct. of y debt. Holder in M. 4. Bal
 y St. is a bar to an action on y acct. rendered in a neighboring
 42 State 5 John 132 2 John 183 2 John 200 2 John 200 2 John 200
 as records of y court. L. 8. as they are not in the 76th 481
 3 Wheaton. 294 "Debt" 15 John 121 8th 173

The actual issuing of a writ is regarded as the
commencement of a suit within y St. the actual time may be
 moved, though it may be from y 28th or 29th time and may be the 1st time
 y expiration of a time but actual issuing after Bal 115. 123. 2 John 559
 2 John 454 1 Side 52 Earth. 232 8th 105. 9 Post 70 Pleadings 2

1) How of Pleading it The usual form of action is "non assumpsit" or actio non accedit "intra sex annos" Bact 215 25 / Ben 171 / Ven 101. I have seen no case so recent as that time in affirmative terms; but a better case seems to me to be one Bact 124 2 Bent 55. But when it appears that consideration must have accrued after a prom. made "non ass- infra sex" is not good. It should be "non accrevit" for a time. It attacks not a prom. made at a time, but from a time to a time, in a condition, either in time. Ex. Prom. to pay money on request. 150 151 / 294 2 Sal 442 Bact 215, 8. Mod 71 / Bent 191 / Mod 89 Loc. M 830

2) To on a prom. to do a collateral thing on request, for a right of action does not accrue till request made Bact 216, 18. / Ben 191 / Mod 104, 90. Bact 150, 1. So whenever a right of action is to accrue, when a performance of one condition precedent. 150 151 / 294 Sal 442. But when a right of action accrues at a time in a prom. made "non ass- infra sex" Ex. On a promise to pay money on demand or on request, for a right of action accrues immediately, without request, in actual demand Bact 218 Bact 58, 151

So in Bact. 215 when an action is founded on a promise under from an existing debt. In all such cases a right of action accrues when a prom. is raised & L. Exp. 3. 294 Bact 151. But "non accrevit actio" is good in both classes of cases for a debt is always from a time, whether it is a prom. or a prom. made or not. This is a better safe form 2. Jac. 53n 6, 1ra 019

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let l. 2. to act on bond but after every is no de-
fence, for as it is not a strict performance, a contract broken &
is not liable for breach. But now in it stands in 5. 12
pay^t after 1 day is a good plea in l. 225, 210 21 the count
it has always been a good defence. Stancilligⁿ is pay-
able on a day certain & pay^t is made before it due & the
liability is not made void before it due, or if it is made
as in would imagine, it is not made void before it due.
2 more or more before or after a day or before it due.
Eng. l. 225 (2102) But 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

Stancilligⁿ is payable on or before he has a right
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Assessment

[illegible]

Time

17 If money is tendered on a certain day & tender
 is made, it is not necessary that it be made before the day of
 2 Bar 984 ante 54 or 55 in case of money - Secus as to bills or
 notes. If money is to be paid or goods delivered at such a place
 on or before such a day, a tender at y^t place on any other day
 y^t last day limited is not good unless a creditor was present
 at y^t time of y^t tender. Question whether a notice given
 by debt^r i.e. debtor to the creditor a prior day, a tender on such
 prior day would not be good? 2 Nov 422 5 Bar Ten. 199 98
 14, 18 If a creditor is present at y^t place Bar 572 5 Coll 4 Co. L. 21 1702
 14 12 Mar 21 2 Com. L. 21 5, 9 For a creditor is not bound to be at
 the place appointed to receive y^t money before y^t last day
 but the creditor does not attend at y^t place a tender in his ab-
 sence, on a last day appointed is good 5 Bar Ten. 199 98
 Co. L. 202 11 2 Com. L. 69

A tender of money made to a creditor at a place
 tender made in his absence is not good unless made at
 uttermost convenient time or y^t day appointed i.e. at
 the period wh. would allow sufficient time for examination
 taking account of a minor or other excuse. Secus as to
 Ten. 21 Bar 173 Co. L. 202 5 Coll 4 3 Bar 102 57 777 1702
 In case of a bill or note, a tender is not good unless
 made at the last moment or a day to make part of it 1758
 1702 257 5 Bar 173 1702 171 1702 1702 1702 1702
 was a difference between such bills & notes later on 1758
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The above is a list of the names of the persons who have been assessed for the year 1858. The names are given in full, and the amount assessed for each person is given in pounds, shillings and pence. The names are arranged in alphabetical order, and the amounts are given in the same order.

The names of the persons who have been assessed for the year 1858 are as follows:
 1. John Smith, £10 10 0
 2. James Brown, £12 10 0
 3. William Green, £15 10 0
 4. Thomas White, £18 10 0
 5. Robert Black, £20 10 0
 6. Henry Gold, £22 10 0
 7. George Silver, £25 10 0
 8. Charles Lead, £28 10 0
 9. Edward Iron, £30 10 0
 10. John Tin, £32 10 0
 11. James Copper, £35 10 0
 12. William Zinc, £38 10 0
 13. Thomas Nickel, £40 10 0
 14. Robert Platinum, £42 10 0
 15. Henry Palladium, £45 10 0
 16. George Rhodium, £48 10 0
 17. Charles Iridium, £50 10 0
 18. Edward Osmium, £52 10 0
 19. John Selenium, £55 10 0
 20. James Tellurium, £58 10 0
 21. William Bismuth, £60 10 0
 22. Thomas Antimony, £62 10 0
 23. Robert Arsenic, £65 10 0
 24. Henry Mercury, £68 10 0
 25. George Potassium, £70 10 0
 26. Charles Sodium, £72 10 0
 27. Edward Calcium, £75 10 0
 28. John Magnesium, £78 10 0
 29. James Strontium, £80 10 0
 30. William Barium, £82 10 0
 31. Thomas Radium, £85 10 0
 32. Robert Actinium, £88 10 0
 33. Henry Thorium, £90 10 0
 34. George Uranium, £92 10 0
 35. Charles Neptunium, £95 10 0
 36. Edward Plutonium, £98 10 0
 37. John Americium, £100 10 0
 38. James Curium, £102 10 0
 39. William Berkelium, £105 10 0
 40. Thomas Californium, £108 10 0
 41. Robert Einsteinium, £110 10 0
 42. Henry Fermium, £112 10 0
 43. George Mendelevium, £115 10 0
 44. Charles Nobelium, £118 10 0
 45. Edward Lawrencium, £120 10 0
 46. John Rutherfordium, £122 10 0
 47. James Dubnium, £125 10 0
 48. William Seaborgium, £128 10 0
 49. Thomas Bohrium, £130 10 0
 50. Robert Hassium, £132 10 0
 51. Henry Meitnerium, £135 10 0
 52. George Darmstadtium, £138 10 0
 53. Charles Roentgenium, £140 10 0
 54. Edward Copernicium, £142 10 0
 55. John Dubnium, £145 10 0
 56. James Livermorium, £148 10 0
 57. William Tennessium, £150 10 0
 58. Thomas Oganesson, £152 10 0
 59. Robert Moscovium, £155 10 0
 60. Henry Tennessium, £158 10 0
 61. George Darmstadtium, £160 10 0
 62. Charles Roentgenium, £162 10 0
 63. Edward Copernicium, £165 10 0
 64. John Dubnium, £168 10 0
 65. James Livermorium, £170 10 0
 66. William Tennessium, £172 10 0
 67. Thomas Oganesson, £175 10 0
 68. Robert Moscovium, £178 10 0
 69. Henry Tennessium, £180 10 0
 70. George Darmstadtium, £182 10 0
 71. Charles Roentgenium, £185 10 0
 72. Edward Copernicium, £188 10 0
 73. John Dubnium, £190 10 0
 74. James Livermorium, £192 10 0
 75. William Tennessium, £195 10 0
 76. Thomas Oganesson, £198 10 0
 77. Robert Moscovium, £200 10 0
 78. Henry Tennessium, £202 10 0
 79. George Darmstadtium, £205 10 0
 80. Charles Roentgenium, £208 10 0
 81. Edward Copernicium, £210 10 0
 82. John Dubnium, £212 10 0
 83. James Livermorium, £215 10 0
 84. William Tennessium, £218 10 0
 85. Thomas Oganesson, £220 10 0
 86. Robert Moscovium, £222 10 0
 87. Henry Tennessium, £225 10 0
 88. George Darmstadtium, £228 10 0
 89. Charles Roentgenium, £230 10 0
 90. Edward Copernicium, £232 10 0
 91. John Dubnium, £235 10 0
 92. James Livermorium, £238 10 0
 93. William Tennessium, £240 10 0
 94. Thomas Oganesson, £242 10 0
 95. Robert Moscovium, £245 10 0
 96. Henry Tennessium, £248 10 0
 97. George Darmstadtium, £250 10 0
 98. Charles Roentgenium, £252 10 0
 99. Edward Copernicium, £255 10 0
 100. John Dubnium, £258 10 0
 101. James Livermorium, £260 10 0
 102. William Tennessium, £262 10 0
 103. Thomas Oganesson, £265 10 0
 104. Robert Moscovium, £268 10 0
 105. Henry Tennessium, £270 10 0
 106. George Darmstadtium, £272 10 0
 107. Charles Roentgenium, £275 10 0
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 115. George Darmstadtium, £295 10 0
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 142. George Darmstadtium, £362 10 0
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 150. Henry Tennessium, £382 10 0
 151. George Darmstadtium, £385 10 0
 152. Charles Roentgenium, £388 10 0
 153. Edward Copernicium, £390 10 0
 154. John Dubnium, £392 10 0
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 156. William Tennessium, £398 10 0
 157. Thomas Oganesson, £400 10 0
 158. Robert Moscovium, £402 10 0
 159. Henry Tennessium, £405 10 0
 160. George Darmstadtium, £408 10 0
 161. Charles Roentgenium, £410 10 0
 162. Edward Copernicium, £412 10 0
 163. John Dubnium, £415 10 0
 164. James Livermorium, £418 10 0
 165. William Tennessium, £420 10 0
 166. Thomas Oganesson, £422 10 0
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 169. George Darmstadtium, £430 10 0
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 186. Henry Tennessium, £472 10 0
 187. George Darmstadtium, £475 10 0
 188. Charles Roentgenium, £478 10 0
 189. Edward Copernicium, £480 10 0
 190. John Dubnium, £482 10 0
 191. James Livermorium, £485 10 0
 192. William Tennessium, £488 10 0
 193. Thomas Oganesson, £490 10 0
 194. Robert Moscovium, £492 10 0
 195. Henry Tennessium, £495 10 0
 196. George Darmstadtium, £498 10 0
 197. Charles Roentgenium, £500 10 0
 198. Edward Copernicium, £502 10 0
 199. John Dubnium, £505 10 0
 200. James Livermorium, £508 10 0
 201. William Tennessium, £510 10 0
 202. Thomas Oganesson, £512 10 0
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 217. John Dubnium, £550 10 0
 218. James Livermorium, £552 10 0
 219. William Tennessium, £555 10 0
 220. Thomas Oganesson, £558 10 0
 221. Robert Moscovium, £560 10 0
 222. Henry Tennessium, £562 10 0
 223. George Darmstadtium, £565 10 0
 224. Charles Roentgenium, £568 10 0
 225. Edward Copernicium, £570 10 0
 226. John Dubnium, £572 10 0
 227. James Livermorium, £575 10 0
 228. William Tennessium, £578 10 0
 229. Thomas Oganesson, £580 10 0
 230. Robert Moscovium, £582 10 0
 231. Henry Tennessium, £585 10 0
 232. George Darmstadtium, £588 10 0
 233. Charles Roentgenium, £590 10 0
 234. Edward Copernicium, £592 10 0
 235. John Dubnium, £595 10 0
 236. James Livermorium, £598 10 0
 237. William Tennessium, £600 10 0
 238. Thomas Oganesson, £602 10 0
 239. Robert Moscovium, £605 10 0
 240. Henry Tennessium, £608 10 0
 241. George Darmstadtium, £610 10 0
 242. Charles Roentgenium, £612 10 0
 243. Edward Copernicium, £615 10 0
 244. John Dubnium, £618 10 0
 245. James Livermorium, £620 10 0
 246. William Tennessium, £622 10 0
 247. Thomas Oganesson, £625 10 0
 248. Robert Moscovium, £628 10 0
 249. Henry Tennessium, £630 10 0
 250. George Darmstadtium, £632 10 0
 251. Charles Roentgenium, £635 10 0
 252. Edward Copernicium, £638 10 0
 253. John Dubnium, £640 10 0
 254. James Livermorium, £642 10 0
 255. William Tennessium, £645 10 0
 256. Thomas Oganesson, £648 10 0
 257. Robert Moscovium, £650 10 0
 258. Henry Tennessium, £652 10 0
 259. George Darmstadtium, £655 10 0
 260. Charles Roentgenium, £658 10 0
 261. Edward Copernicium, £660 10 0
 262. John Dubnium, £662 10 0
 263. James Livermorium, £665 10 0
 264. William Tennessium, £668 10 0
 265. Thomas Oganesson, £670 10 0
 266. Robert Moscovium, £672 10 0
 267. Henry Tennessium, £675 10 0
 268. George Darmstadtium, £678 10 0
 269. Charles Roentgenium, £680 10 0
 270. Edward Copernicium, £682 10 0
 271. John Dubnium, £685 10 0
 272. James Livermorium, £688 10 0
 273. William Tennessium, £690 10 0
 274. Thomas Oganesson, £692 10 0
 275. Robert Moscovium, £695 10 0
 276. Henry Tennessium, £698 10 0
 277. George Darmstadtium, £700 10 0
 278. Charles Roentgenium, £702 10 0
 279. Edward Copernicium, £705 10 0
 280. John Dubnium, £708 10 0
 281. James Livermorium, £710 10 0
 282. William Tennessium, £712 10 0
 283. Thomas Oganesson, £715 10 0
 284. Robert Moscovium, £718 10 0
 285. Henry Tennessium, £720 10 0
 286. George Darmstadtium, £722 10 0
 287. Charles Roentgenium, £725 10 0
 288. Edward Copernicium, £728 10 0
 289. John Dubnium, £730 10 0
 290. James Livermorium, £732 10 0
 291. William Tennessium, £735 10 0
 292. Thomas Oganesson, £738 10 0
 293. Robert Moscovium, £740 10 0
 294. Henry Tennessium, £742 10 0
 295. George Darmstadtium, £745 10 0
 296. Charles Roentgenium, £748 10 0
 297. Edward Copernicium, £750 10 0
 298. John Dubnium, £752 10 0
 299. James Livermorium, £755 10 0
 300. William Tennessium, £758 10 0
 301. Thomas Oganesson, £760 10 0
 302. Robert Moscovium, £762 10 0
 303. Henry Tennessium, £765 10 0
 304. George Darmstadtium, £768 10 0
 305. Charles Roentgenium, £770 10 0
 306. Edward Copernicium, £772 10 0
 307. John Dubnium, £775 10 0
 308. James Livermorium, £778 10 0
 309. William Tennessium, £780 10 0
 310. Thomas Oganesson, £782 10 0
 311. Robert Moscovium, £785 10 0
 312. Henry Tennessium, £788 10 0
 313. George Darmstadtium, £790 10 0
 314. Charles Roentgenium, £792 10 0
 315. Edward Copernicium, £795 10 0
 316. John Dubnium, £798 10 0
 317. James Livermorium, £800 10 0
 318. William Tennessium, £802 10 0
 319. Thomas Oganesson, £805 10 0
 320. Robert Moscovium, £808 10 0
 321. Henry Tennessium, £810 10 0
 322. George Darmstadtium, £812 10 0
 323. Charles Roentgenium, £815 10 0
 324. Edward Copernicium, £818 10 0
 325. John Dubnium, £820 10 0
 326. James Livermorium, £822 10 0
 327. William Tennessium, £825 10 0
 328. Thomas Oganesson, £828 10 0
 329. Robert Moscovium, £830 10 0
 330. Henry Tennessium, £832 10 0
 331. George Darmstadtium, £835 10 0
 332. Charles Roentgenium, £838 10 0
 333. Edward Copernicium, £840 10 0
 334. John Dubnium, £842 10 0
 335. James Livermorium, £845 10 0
 336. William Tennessium, £848 10 0
 337. Thomas Oganesson, £850 10 0
 338. Robert Moscovium, £852 10 0
 339. Henry Tennessium, £855 10 0
 340. George Darmstadtium, £858 10 0
 341. Charles Roentgenium, £860 10 0
 342. Edward Copernicium, £862 10 0
 343. John Dubnium, £865 10 0
 344. James Livermorium, £868 10 0
 345. William Tennessium, £870 10 0
 346. Thomas Oganesson, £872 10 0
 347. Robert Moscovium, £875 10 0
 348. Henry Tennessium, £878 10 0
 349. George Darmstadtium, £880 10 0
 350. Charles Roentgenium, £882 10 0
 351. Edward Copernicium, £885 10 0
 352. John Dubnium, £888 10 0
 353. James Livermorium, £890 10 0
 354. William Tennessium, £892 10 0
 355. Thomas Oganesson, £895 10 0
 356. Robert Moscovium, £898 10 0
 357. Henry Tennessium, £900 10 0
 358. George Darmstadtium, £902 10 0
 359. Charles Roentgenium, £905 10 0
 360. Edward Copernicium, £908 10 0
 361. John Dubnium, £910 10 0
 362. James Livermorium, £912 10 0
 363. William Tennessium, £915 10 0
 364. Thomas Oganesson, £918 10 0
 365. Robert Moscovium, £920 10 0
 366. Henry Tennessium, £922 10 0
 367. George Darmstadtium, £925 10 0
 368. Charles Roentgenium, £928 10 0
 369. Edward Copernicium, £930 10 0
 370. John Dubnium, £932 10 0
 371. James Livermorium, £935 10 0
 372. William Tennessium, £938 10 0
 373. Thomas Oganesson, £940 10 0
 374. Robert Moscovium, £942 10 0
 375. Henry Tennessium, £945 10 0
 376. George Darmstadtium, £948 10 0
 377. Charles Roentgenium, £950 10 0
 378. Edward Copernicium, £952 10 0
 379. John Dubnium, £955 10 0
 380. James Livermorium, £958 10 0
 381. William Tennessium, £960 10 0
 382. Thomas Oganesson, £962 10 0
 383. Robert Moscovium, £965 10 0
 384. Henry Tennessium, £968 10 0
 385. George Darmstadtium, £970 10 0
 386. Charles Roentgenium, £972 10 0
 387. Edward Copernicium, £975 10 0
 388. John Dubnium, £978 10 0
 389. James Livermorium, £980 10 0
 390. William Tennessium, £982 10 0
 391. Thomas Oganesson, £985 10 0
 392. Robert Moscovium, £988 10 0
 393. Henry Tennessium, £990 10 0
 394. George Darmstadtium, £992 10 0
 395. Charles Roentgenium, £995 10 0
 396. Edward Copernicium, £998 10 0
 397. John Dubnium, £1000 10 0
 398. James Livermorium, £1002 10 0
 399. William Tennessium, £1005 10 0
 400. Thomas Oganesson, £1008 10 0
 401. Robert Moscovium, £1010 10 0
 402. Henry Tennessium, £1012 10 0
 403. George Darmstadtium, £1015 10 0
 404. Charles Roentgenium, £1018 10 0
 405. Edward Copernicium, £1020 10 0
 406. John Dubnium, £1022 10 0
 407. James Livermorium, £1025 10 0
 408. William Tennessium, £1028 10 0
 409. Thomas Oganesson, £1030 10 0
 410. Robert Moscovium, £1032 10 0
 411. Henry Tennessium, £1035 10 0
 412. George Darmstadtium, £1038 10 0
 413. Charles Roentgenium, £1040 10 0
 414. Edward Copernicium, £1042 10 0
 415. John Dubnium, £1045 10 0
 416. James Livermorium, £1048 10 0
 417. William Tennessium, £1050 10 0
 418. Thomas Oganesson, £1052 10 0
 419. Robert Moscovium, £1055 10 0
 420. Henry Tennessium, £1058 10 0
 421. George Darmstadtium, £1060 10 0
 422. Charles Roentgenium, £1062 10 0
 423. Edward Copernicium, £1065 10 0
 424. John Dubnium, £1068 10 0
 425. James Livermorium, £1070 10 0
 426. William Tennessium, £1072 10 0
 427. Thomas Oganesson, £1075 10 0
 428. Robert Moscovium, £1078 10 0
 429. Henry Tennessium, £1080 10 0
 430. George Darmstadtium, £1082 10 0
 431. Charles Roentgenium, £1085 10 0
 432. Edward Copernicium, £1088 10 0
 433. John Dubnium, £1090 10 0
 434. James Livermorium, £1092 10 0
 435. William Tennessium, £1095 10 0
 436. Thomas Oganesson, £1098 10 0
 437. Robert Moscovium, £1100 10 0
 438. Henry Tennessium, £1102 10 0
 439. George Darmstadtium, £1105 10 0
 440. Charles Roentgenium, £1108 10 0
 441. Edward Copernicium, £1110 10 0
 442. John Dubnium, £1112 10 0
 443. James Livermorium, £1115 10 0
 444. William Tennessium, £1118 10 0
 445. Thomas Oganesson, £1120 10 0
 446. Robert Moscovium, £1122 10 0
 447. Henry Tennessium, £1125 10 0
 448. George Darmstadtium, £1128 10 0
 449. Charles Roentgenium, £1130 10 0
 450. Edward Copernicium, £1132 10 0
 451. John Dubnium, £1135 10 0
 452. James Livermorium, £1138 10 0
 453. William Tennessium, £1140 10 0
 454. Thomas Oganesson, £1142 10 0
 455. Robert Moscovium, £1145 10 0
 456. Henry Tennessium, £1148 10 0
 457. George Darmstadtium, £1150 10 0
 458. Charles Roentgenium, £1152 10 0
 459. Edward Copernicium, £1155 10 0
 460. John Dubnium, £1158 10 0
 461. James Livermorium, £1160 10 0
 462. William Tennessium, £1162 10 0
 463. Thomas Oganesson, £1165 10 0
 464. Robert Moscovium, £1168 10 0
 465. Henry Tennessium, £1170 10 0
 466. George Darmstadtium, £1172 10 0
 467. Charles Roentgenium, £1175 10 0
 468. Edward Copernicium, £1178 10 0
 469. John Dubnium, £1180 10 0
 470. James Livermorium, £1182 10 0
 471. William Tennessium, £1185 10 0
 472. Thomas Oganesson, £1188 10 0
 473. Robert Moscovium, £1190 10 0
 474. Henry Tennessium, £1192 10 0
 475. George Darmstadtium, £1195 10 0
 476. Charles Roentgenium, £1198 10 0
 477. Edward Copernicium, £1200 10 0
 478. John Dubnium, £1202 10 0
 479. James Livermorium, £1205 10 0
 480. William Tennessium, £1208 10 0
 481. Thomas Oganesson, £1210 10 0
 482. Robert Moscovium, £1212 10 0
 483. Henry Tennessium, £1215 10 0
 484. George Darmstadtium, £1218 10 0
 485. Charles Roentgenium, £1220 10 0
 486. Edward Copernicium, £1222 10 0
 487. John Dubnium, £1225 10 0
 488. James Livermorium, £1228 10 0
 489. William Tennessium, £1230 10 0
 490. Thomas Oganesson, £1232 10 0
 491. Robert Moscovium, £1235 10 0
 492. Henry Tennessium, £1238 10 0
 493. George Darmstadtium, £1240 10 0
 494. Charles Roentgenium, £1242 10 0
 495. Edward Copernicium, £1245 10 0
 496. John Dubnium, £1248 10 0
 497. James Livermorium, £1250 10 0
 498. William Tennessium, £1252 10 0
 499. Thomas Oganesson, £1255 10 0
 500. Robert Moscovium, £1258 10 0
 501. Henry Tennessium, £1260 10 0
 502. George Darmstadtium, £1262 10 0
 503. Charles Roentgenium, £1265 10 0
 504. Edward Copernicium, £1268 10 0
 505. John Dubnium, £1270 10 0
 506. James Livermorium, £1272 10 0

Humilis

1. 2. Thomas to exclude an error in the ...
 given ... 205-3 ...
 ... 1744 ... 1745 ...
 ... 214 ... 219 ...
 ... 11 ... 245 ... 4 ... 1744

3. Thomas to inform me in his ...
 ... 4 Dec 440 ...
 ... 5 ... 52 ...
 ... 5 ... 50

5. ...
 ... 175 ...
 ... 182 ...
 ... 230 ...

...
 ... 175 ...
 ... 175 ...

¶ Tending to make one's office. Especially one
in an office of honor with want of respect to public action
and in it tends to make one's office. See 488 L.R. 505. L.
2. R. 1200. See 485 L.R. 505. But words characterizing
one's office of more respect or honor not required. It
must be words are not actionable as they do not involve
one's character or moral character. 7 Bac 488 L.R. 505. See
505. See also in the interest of public action. See 485 L.R. 505.
L. 2. R. 1200. 488 L.R. 505. To call a man a "bitch" is not
"justice" is not actionable but it is not an office of respect. See
485 L.R. 505.

11 Characterizing a person in office, in either case with imma-
nity or minority of the community in an office are not
actionable unless the character is intended to be so. See
Bac 485. But when words are not of the same
import to have been spoken with reference to a public
character, a "colloquium" is necessary to have
reference as in a certain discourse of a character in
office. It should previously be stated that an office
is 518 L. 2. R. 1340. 1 Bac 488 L.R. 505. See 250 L. 2. R. 1340. 1 Bac 488 L.R. 505.
See also in words characterizing import a reference to public
character. In "The American Justice" spoken of a ma-
jority of 507 L.R. 507. See 250.

So generally when words are not actionable as
they refer to some material fact, we can take
actionable action to the words themselves do not concern
the character, a "colloquium" is necessary to have reference
to the fact. To say one is a "bitch" is not. The words
will not support an action without a colloquium which is not a
fact. See also in the interest of public action. See 485 L.R. 505.
2 See 307 L.R. 505. L. 2. R. 1340. 1 Bac 488 L.R. 505.

The sale of a libel in y^e manner a Bookseller & a line in m-
ma facie or a vilipend business The man is my Booksel-
ler 2 Me R. 544 Barn 300 3 Dec 497 2 Jan 22; 1795 505 Bur 257
So a sale of Bookseller's servant, it is prima facie a sale by y^e
Bookseller 2 Me R. 1035 2 Me R. 544.5 So of printers he is servant &
prima facie as well 2 Me R. 543 2 Me R. 178 But y^e presumption
may in all cases be reverted. That sale or printing was by m-
an or less; or clandestine without his knowledge; or he was ac-
cused, or sick & unable to attend to his business; that he was ab-
sent 2 Me R. 508 1 Tan 11

Amputation, a prima facie a right excuse for a man
15: servant is not liable to damages or contempt, but has an
excuse? 2 Me R. 548.9 So printing by press for publication, in a
Publication is by y^e person having the right to publish when it is
printed. For it is published on his motion & qui facit lib. Forto
34 101 1 Me R. 510 Signifying it is y^e presence of others is a notice &
1 Me R. 510 5 Co 115 2 Bur 807 5th 1785 But repeating matter of a
libel in manuscript without notice has been held to be no
publication But a notice of notice ought to be given even
1 Me R. 510 2 Me R. 543 1 Me R. 510 1 Har 195

Writing & sending a libel to a person who is y^e object of it,
is a right publication for a public prosecution as it tends to a
breach of y^e peace ^{Bl} 4 Me R. 570 Har 195 3 Dec 497 1 Me R. 505 10 Bush 139
Not so in a civil action as this sending is not a communica-
tion to others & a cause no injury to y^e person to whom it re-
lates Hob 223, 215 12 Co 35 1 Mod 58 If a letter was a libel exhorta-
tion it is not right for a public prosecution 1 Me R. 505 2 Brown 151 1 Me R.
not actionable & I should think not indictable I think y^e law must be
regulated on circumstances An advertisement in support of a public man or co-
mmon 3 Dec 491 ^{Bl} 3 Me R. 115 1 Me R. 505 1 Me R. 505 1 Me R. 505
unlawful so; as when written of a dead person

Is it a matter of law or fact? In the case of a mere
 agent, a verdict of acquittal is equivalent to a finding of
 innocence; as a special verdict in an indictment for murder,
 as, like matter, is libelous matter is implied. 35 N. 475. 1241
 3 Bar 1588. 2 Mc 251. Where the state actually publishes
 act of the law with excuse as insanity of confidential nature of
 a discharge (181) In such cases, a jury would not find.
 Publication say Ct. would direct, for it is not criminal
 In a country a right rule prevails. The jury are at liberty
 in age of law, as well of a fact under direction of a Ct.
 as in all other criminal cases. So now in Eng. 11 St 22. 400
 2 Mc 22. 551

3. Hander without words or lines with writing

3rd

Images and ~~express~~ consist in emblematic rep-
 resentations, as pictures, signs, &c. as the 2nd edition, con-
 siderable number of them in the 1st edition. 11 St 501. 185
 This is a charge, in the 1st edition, to the effect
 in a letter, where another was written it in a letter, as
 signed and with 11/24/25, to be sent, with a letter
 upon foot, also with 11/24/25.

References are innumerable to the
 ex. hinting, as well as with cases, as for in a letter, as
 putative a crime; or in any manner, ridiculous act
 or situation in such cases a conviction must be made
 in the case of a person 3 Bar 441

m272567

The question is a question — is a person who has
 a name in a name book or in a name book? The answer is
 that if a person is in a name book, then he is a person
 who has a name. But if a person is not in a name book,
 then he is not a person who has a name. But if a person
 is in a name book, then he is a person who has a name.
 The answer is that if a person is in a name book, then he
 is a person who has a name. But if a person is not in a
 name book, then he is not a person who has a name.
 The answer is that if a person is in a name book, then he
 is a person who has a name. But if a person is not in a
 name book, then he is not a person who has a name.

These are the questions which are asked in the 51
 paragraph. It is to be noted that the answer in the 51
 paragraph is that if a person is in a name book, then he
 is a person who has a name. But if a person is not in a
 name book, then he is not a person who has a name.
 The answer is that if a person is in a name book, then he
 is a person who has a name. But if a person is not in a
 name book, then he is not a person who has a name.
 The answer is that if a person is in a name book, then he
 is a person who has a name. But if a person is not in a
 name book, then he is not a person who has a name.

Q. The answer is, this is a question. The answer
 is that if a person is in a name book, then he is a
 person who has a name. But if a person is not in a
 name book, then he is not a person who has a name.
 The answer is that if a person is in a name book, then he
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 The answer is that if a person is in a name book, then he
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 name book, then he is not a person who has a name.

For what does trover lie

This action lies for choses in action of any kind. Trover only
 in real prop. It lies for personal chattels in general 5 Bac 250
 2 S. R 708 in c. 588, 544. 3 in c. 100 Be 119. No 5? loc 125 in
 117. So is title and 9 Mod ^{29, 122} 50. 2 S. R 708 in c. 543. It lies
 not for animals, ferre nature. But if they are in ferra & val-
uable it lies. It is not an animal if one have prop in it & if it is
 value & loss of it is damage 4 B. C. 235. Trover lies for
 real estate animals & animals of any value it does lie. Ex.
 A Hawk No 5 5 Dec 203. Be 119 4th 235. It lies for tame an-
 imals as Beas No 2 183. It does not lie in any case where there
 is no loss. L. R 145. Ex. R. 1047. 2 L. R. 11th 4. Not a matter of prop.
 in his person the action is not maintainable 5 Dec 203 2 L. R. 201. The actⁿ
 for enticing & taking away ones slave is a special action in case
 Cro E 723 not L.

It lies not for conversion of a recept because it is not
 private prop. This is an indist^{inct} offence. It does lie for a copy
 or a receipt, being private prop. 3 L. R. 2 342 5 Dec 254. H. D. 111
 It has been helden it lies not for money, unless it is a note. But
 it must be identified as in detinue case 1838 101. This is
 not now universal as law for in later cases it is holden, that
 the object is not to recover the subject in specie but damages only,
 it does lie for money not thus circumstanced in c. 54 & vol. 518.
 84. C. 15. 11th 3 5 Bac 234. Not necessary a specific note, convert-
 ed should be recovered in q. d. but money of same amt
 of money.

64. Some cases lies in trover for a note. In case
 in case. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3.
 65. Some cases 5 Bac 250⁴. It lies in trover for a note. In case
 in case. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3.
 Some cases 5 Bac 250⁴. It lies in trover for a note. In case
 in case. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3.
 Some cases 5 Bac 250⁴. It lies in trover for a note. In case
 in case. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3. 11th 3.

Relation of Usual & Unusual

[illegible]

2. $u = \frac{1}{2} \ln \frac{1+x}{1-x}$

Juste Imprisonment

In cases involving the imprisonment of some person
 who has been taken into custody by the police or some other
 authority, it is not necessary that the person should be
 immediately brought before a magistrate. It is sufficient
 that he should be brought before a magistrate within a reasonable
 time. In some cases, it may be necessary to keep the person
 in custody for a longer period. In such cases, the person
 should be brought before a magistrate as soon as possible.
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These Dimerisms

But we can find other examples of dimerism in the literature. For example, in the case of the dimerization of the C_2H_2 molecule, the dimer is C_4H_4 . The dimerization of the C_2H_2 molecule is a reversible process, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C. The dimerization of the C_2H_2 molecule is a reversible process, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C.

Recombination of ion. dimerization is a reversible process. The dimerization of the C_2H_2 molecule is a reversible process, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C. The dimerization of the C_2H_2 molecule is a reversible process, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C.

1. Water, which is a polar molecule, can form hydrogen bonds. These bonds are $\text{H}_2\text{O} \cdots \text{H}_2\text{O}$, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C.

3. H_2O_2 - a weak process of H_2O_2 (i.e. H_2O_2 is H_2O_2).

4. But, we can see the dimerization process in the case of the dimerization of the C_2H_2 molecule. The dimerization of the C_2H_2 molecule is a reversible process, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C. The dimerization of the C_2H_2 molecule is a reversible process, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C.

5. The dimerization of the C_2H_2 molecule is a reversible process, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C. The dimerization of the C_2H_2 molecule is a reversible process, and the equilibrium constant is $K = 1.5 \times 10^{-4}$ at 25°C.

Public Improvement

The first of the public improvements is the new bridge over the river at the mouth of the river. The bridge is 200 feet long and 12 feet wide. It is a simple beam bridge with a single span. The bridge is built of wood and is supported by two large stone piers. The bridge is a very fine example of the work of the local carpenters and masons. It is a great improvement on the old bridge which was a simple plank bridge. The new bridge is a great convenience to the people of the town and to the merchants who do business there. It is a great improvement on the old bridge which was a simple plank bridge. The new bridge is a great convenience to the people of the town and to the merchants who do business there.

The second of the public improvements is the new school house. The school house is a new building of 20 rooms. It is a very fine building and is a great improvement on the old school house. The new school house is a great convenience to the children of the town and to the teachers. It is a great improvement on the old school house which was a simple wooden building. The new school house is a great convenience to the children of the town and to the teachers. It is a great improvement on the old school house which was a simple wooden building. The new school house is a great convenience to the children of the town and to the teachers. It is a great improvement on the old school house which was a simple wooden building.

The third of the public improvements is the new bridge over the river at the mouth of the river. The bridge is 200 feet long and 12 feet wide. It is a simple beam bridge with a single span. The bridge is built of wood and is supported by two large stone piers. The bridge is a very fine example of the work of the local carpenters and masons. It is a great improvement on the old bridge which was a simple plank bridge. The new bridge is a great convenience to the people of the town and to the merchants who do business there. It is a great improvement on the old bridge which was a simple plank bridge. The new bridge is a great convenience to the people of the town and to the merchants who do business there.

2. *Illicitious Prosecution*

Deliberate Execution

There are two main reasons why a person may be
 considered to have committed a crime. The first is that
 the person must have acted with a deliberate intention
 to commit the crime. The second is that the person
 must have acted with a conscious knowledge of the
 consequences of his or her actions. In other words,
 the person must have known that his or her actions
 would result in the commission of a crime. If a person
 acts without these two elements, then he or she is
 not guilty of a crime. For example, if a person
 accidentally kills another person, he or she is not
 guilty of murder, but only of manslaughter.

Under the law, a person is not guilty of a crime
 unless he or she acted with a deliberate intention
 to commit the crime. This means that the person
 must have known that his or her actions would
 result in the commission of a crime. For example,
 if a person shoots another person with the intent
 to kill him or her, he or she is guilty of murder.
 However, if a person shoots another person
 without the intent to kill him or her, he or she
 is not guilty of murder, but only of manslaughter.
 The law also requires that the person must have
 acted with a conscious knowledge of the
 consequences of his or her actions. This means
 that the person must have known that his or
 her actions would result in the commission of
 a crime. For example, if a person shoots
 another person with the intent to kill him or
 her, but does not know that the bullet will
 hit him or her, he or she is not guilty of murder,
 but only of manslaughter.

There is a third reason why a person may be
 considered to have committed a crime. This is that
 the person must have acted with a conscious
 knowledge of the consequences of his or her
 actions. This means that the person must have
 known that his or her actions would result in
 the commission of a crime. For example, if a
 person shoots another person with the intent
 to kill him or her, but does not know that the
 bullet will hit him or her, he or she is not
 guilty of murder, but only of manslaughter.
 The law also requires that the person must
 have acted with a deliberate intention to
 commit the crime. This means that the person
 must have known that his or her actions would
 result in the commission of a crime. For
 example, if a person shoots another person
 with the intent to kill him or her, but does
 not know that the bullet will hit him or her,
 he or she is not guilty of murder, but only
 of manslaughter.

Marvellous Procreation

Narcissus Prosecution

Information is given to the court that the defendant, Narcissus, is a person of good character, and is not a habitual offender.

The court then turned to the evidence in the case. It was noted that the defendant was arrested on March 23, 1931, at 5:30 p.m. He was taken to the police station and held there until 2:00 a.m. The following day, March 24, 1931, he was taken to the court and arraigned. The court then heard the evidence of the prosecution. The prosecution called several witnesses, including the police officers who arrested the defendant, and the witnesses who saw him at the scene of the crime. The defendant then called his own witnesses, including several friends and family members who testified to his good character. The court then heard the closing arguments of both sides. The prosecution argued that the evidence was sufficient to prove the defendant's guilt beyond a reasonable doubt. The defense argued that the evidence was insufficient to prove the defendant's guilt beyond a reasonable doubt. The court then announced its verdict. It found the defendant guilty of the crime charged.

The court then turned to the sentence. It noted that the defendant had no previous record, and that he was a person of good character. It also noted that the crime was a first-time offense. The court then sentenced the defendant to a term of imprisonment of six months. The court also ordered that the defendant be fined \$100. The court then adjourned the case until the next day for the sentencing of the other defendant in the case. The court then turned to the sentencing of the other defendant. It found the other defendant guilty of the same crime. The court then sentenced the other defendant to a term of imprisonment of six months. The court also ordered that the other defendant be fined \$100. The court then adjourned the case until the next day for the sentencing of the other defendant in the case. The court then turned to the sentencing of the other defendant. It found the other defendant guilty of the same crime. The court then sentenced the other defendant to a term of imprisonment of six months. The court also ordered that the other defendant be fined \$100. The court then adjourned the case until the next day for the sentencing of the other defendant in the case.

Trespass to Personal Property

There are certain cases in which a harmless nature is imputed to a continuance or renewal of an offence with a "continuance" etc. It need not be under necessity to have a separate return for each, and separate offence. But yet more is peculiar to injuries to man where at least no exception to regret entered is known but 135 L. R. 234 3 A. & L. R. 350 407 5. If a "continuance" is used where it cannot not to be, a verdict is a complete answer to a renewal even if a verdict is a complete answer to a renewal. See 534 A. & L. R. 408. The issue must then contain an admission of a Pick regret or renewal of possession. See 540 A. & L. R. 3. 45 2. 400. 1480 2 A. & L. R. 50. It is matter of substance, & it is held not aided by verdict.

It is further necessary a value of a good is ex-
tended not only absolute value but some supposed value for the
good or at least value as it is not injured. The principal
object of it seems rather to diminish to us any a certain
amount. But it is not a value for giving value not a no-
value or a. This statement of value exists so far as not
to govern it. This same rule holds in cases of interest
from 10 percent 114.757 etc. 10 percent 58 percent
of value must be allowed in these - not far

The mission to assess value is aided by results
for by implication it reveals also the true market
value of goods. By far the most common assessment
of damages is based on the 70 - 80 - 90 - 100 % harvest
basis - rule is admitted as good but not perfect. It is
doubted whether it reveals real value at all. The master
less a certain tho it need not be a true one, often gives
rise committed the more, say it is a diff^t year. See i
mo. & prove a contrary.

Thespass to Personal Property

The statement "a time immemorial" is not a defect in real material; there may be more to here
 immemorial either in name, record or order to establish
 as a defect = 12 dep. need a release under subject to
 it will be good = having a race of time intervening between
 year of release & time of bringing action of Pil. has a
 right as were raised to prove if a Tres. was committed at
 any time before or after it decided in a race = before some
 memorial and not otherwise judgment will be understood
 as in as for want of a plea - as to, time it is now only
 matter of form & an omission fatal on ~~fact~~ ^{spec} demurrer

The pleading of another action as a same parties, for
 a same force is a good plea in abatement, but not to a action
 5 Co. 51 Earth. 45 1 Bac. 13 The pendency of a prior action
 as a stranger is not pleadable at all, either in a plea or to a action
 for if a Tres. was committed by two or more
 persons only, might proceed as if in a reversal or if
 action in. it may be one or any number that give
 made, or a writ, but a recovery of a judgment in one ac-
 tion will be a good bar to damages in another action
 Hob 138 52 420 5 Bac 42.3 Cro. J. 73 17078 in 503 4 Bac
 48.9 "Trove" 60 Esp. 407. 319. 321. 415 Cro. E. 32 Hob 404

A plea of release as two or more persons
 when it is intended to be a whole and he can't release them
 to release one and not, yet there is com. to all torts 53 R.
 155 Har 154 The reason is that it will never raise a promise
 of immunity, or any other promise between parties to an
 illegal act, as it does between those who are interested in
 a lawful act, for there is a promise in a contract
 but as each to pay his proportion of loss incurred

Tresspass to Personal Property

By the same reason it is ~~not~~ necessary if you will
 contain a word "contra factum." There is, in a word, a sub-
 stance to it. Then if words "reclaimis" are in the writ
 it implies a breach of peace, nor can there be a
 writ of Peace with force & non tortious force with
 much less Peace up 408 2 Sal 535 East 255 Cro. J. 425. 48
 The omission of these words is a defect now aided by y
 the amendment of Statute 15. 17 ~~can't~~ Hence omission
 is not material while it remains: but once authority
 is given to amend a writ by inserting y words, after
 wh. judgment may be rendered Sal 540 Est. 408 1 Bac 91. 4

In Count. both these phrases have been regarded
 as matter of form only. The C. L. reason for considering
 y essential never existed here. There never was any
 difference between y judgment, when y wrong complained of
 was done with force or without it. It is otherwise in many
 of the States. However even here a want of y is fatal
 as strict demurrer. The deviation from form is al-
 ways pernicious, as form tends to preserve a boundary
 between y diff^t actions, yet it was many years since
 decided in Count. y^t Tres. & Case might be joined in
 y same action: but S. C. does not suppose y² to be L.
 at y¹ time)

End of my Course March 2. 1827

המורה

This writ is granted only upon security given by
the plaintiff to try a right of action & recover
goods or money due to him. This security is to be
conformable with one or more statutes 3 H. 13. 14. c. 1.
145 esp. c. 34. 7. 8.

By 4th St of Connt. security is given to the great
- the Pk. trees, Dep's dams are amended, wh. he will
revert of 4th Pk.; a cover are never restored to 4th
- the a distinction -

By 1, 1. L. 12 y 3 H. does not say right or false in
his action; a judge is the referee "habendo" in favor of
y 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 83

450E 482. 377.3. Good, distinctive must be unipennate. 3rd 12.

If a horse is taken in the act for the distress, it is considered sufficient to merely put him in the stocks, the detainer is unlawful, the distressed may have an action or detinue or trover in trespass. 13. B. 357. 5 C. 16 (a) 2 Vol. 301. 2 Sid 40. 8 Co 147 (a)

When the original distress is unlawful the detainer is liable in an action of trespass.

But where the taking was lawful, but the detainer retains, the goods after tender & amends he is liable in trover or detinue.

Distress is always to be in soundness.

When goods or animals are distressed the detainer is not to retain them in his possession but put them in custody of the Law. Animals in soundness, inanimate, in pound cover. 3 B. 12, Co L. 47.

In Conn. There is no pound cover.

Inanimate goods remain in possession of the detainer, until the Law decides what shall be done with them.

By universal usage we do not distress for rent.

By Com. Law distress being a pledge cannot be sold, but retained to make the owner redeem them by paying whatever is due. 1 Bun. 588. 3 Black. 10. 13.

Replevin

By Common Law it is said that the distress is
 common - replevin - the Distressor could only retain
 them, not sell them; 3 Bl 10-13-4-

But our statute - action is to replevin or
 sell or otherwise

But in Common Law in late 18th c. the rent
 is paid, and the Landlord may sell, and raise
 the rent and pay the remainder to the tenant

At this day in England Cattle cannot be sold
 by the distresser, for replevin see 3 Bl 41, 12 Mod 330

When distress is made replevin is commandable
 as matter of right

At one time a rent with distress replevinable
 a writ of replevin will still hold, the agreement
 being observed to good value (C. Lit. 145, 4 Bacon 373)

The principal cases in which distress may be taken by
 common Law are two

1st The case of cattle taken damage-tenant
 2nd The non payment of rent, in this case
 the Landlord may distress the tenant's goods
 3 Black. 67. C. Lit. 46 33 Vic. 355, 304.

There are indeed certain other cases in the
 ancient Com. Law for molest of feudal services

In the State of Connecticut the second ^{case} is not
 in use

The original writ of Replevin issues like any other original writ out of Chancery, or so the sheriff and the verbal order of the Sheriff to his Bailiff is sufficient. 13th Dig. 37. (7th Plaint. 27) Feltz 169.

Our only mode of replevin is by writ

By Com. Law this lies in all cases of distress taken, except that of Cattle in distress taken
3 Blac. 349

In Com. Law this writ is granted in all cases in which goods or chattels are wrongfully detained, distrained, attached or seized, except when the seizure is in case of execution or warrant for fines or rates or in the maritime law. All cases in which a writ will lie are taken under writ of attachment.

1st I shall consider the case of cattle taken Damage-feasant

2nd Goods attached

1st Cattle Taken Damage-feasant

Cattle taken
Damage-feasant

In this case the owner of the land has his election, either to bring an action of trespass or distress and impound the cattle.

If he distresses them and they escape through his fault or neglect all remedy is forever gone, having made his election he cannot depart from it, 12 Mod. 658. 663

Or however they escape without his fault or are rescued or die without his fault, he may maintain an action of trespass Lord Ray. 720 alk. 248. 5 Bac. Tit. Trespass.

There is an analogy between the taking the body of a debtor by ~~ex~~^{co} and cattle taken damage-feasant.

In both cases so long as the pledge is retained there is no other remedy. 12 Mod. 663
5 Bac. 179.

When cattle are impounded and the owner is notified it is his concern to maintain the cattle in the pound.

Our Statute Law is when cattle are impounded the owner must redeem them or replace them within 24 hours after notice or he forfeits 17cts per every day of his neglect, the forfeiture goes to discharge the damage and the expenses of impounding, the surplus if any is divided between the town treasurer and the pound keeper Stat. 1846.

By the Com. Law the owner must support the cattle when put in a pound overt
But not in a pound covert 3 Black. 13.
Co. Lit. 47.

When judgment is given for the distrainer in Court a writ is given *de retorno habendo* the judgment is for damages and the damages are assessed in this action

If the *Pl.* on replevin is taken in execution on this judgment and dies in prison or escapes, his pledges in security are liable

By our Law when the owner of cattle damage-feasant is not known the Distrainer must give notice to the constable of the town. the constable must give notice of the distress describing the animals taken, in his own and the adjoining towns and if the owner does not appear within days the cattle may be sold; in the mean time the distrainer must maintain the cattle in the pound

The same course is prescribed in our Law when cattle are taken as estrays. *St. Comm. Tit. Pounds and Estrays*

Where the cattle of a person are on the land of another they are not of course liable to be distrained

They must be unlawfully on another's ground

If A's cattle go onto B's ground through the insufficiency of B's fence B has no remedy. But if the cattle go over ~~the~~ a part of B's fence which is sufficient, he has a remedy: he can either impound or sue in trespass.

By statute when unruly cattle pass from the ground of A to that of B over B's insufficient fence, B has his remedy.

If A's cattle pass from the highway into B's land, B has a remedy, because by common Law cattle are not permitted to go at large in the highway.

But if A is driving his cattle and they pass over B's insufficient fence B has no remedy.

By Statute of Conn. each town may make it lawful for cattle to run at large on the highway, then it has been said that there is no difference between passing from the highway or an adjoining field.

By some opinions the only effect of this bye-law is that the cattle cannot be impounded merely because they were at large.

The principle on which the owner of cattle is liable to his trespasser is that the mischief is done to animals from a disposition common to their species, as destruction of forage.

In this case the owner of cattle is liable of course without previous notice.

In case of damage done not committed by animals the owner is not liable, unless, he had previous notice of the particular disposition of the animal. 2d Term 600, 133. Dig. 601 (S. 25)

19

Distress for Damages

Where an animal is distrained for damage-feasant, the distrainer is not allowed to use it.

If he does so he is a wrongdoer and a trespasser ab initio Cro Jac. 148, 3 B. 13

The rule is whenever one takes the property of another by license or Law, his subsequent abuse of that license makes him a trespasser ab initio.

His title to Land may in some case come in question, some have called it a real action.

It is not so, but personal.

Title may come in question but it does not render the action a real one. Comba. 470. 471. 27
4 Bac. 323

Replevin

If one takes another's horse damage-leson + escapes
without the fault of the insurer the distresser
may have his action or writ for damage and
surand. Conn. & Tit. Tit. pourmes

By Com. Law all distresses to a chattel must
be made in the day time, except in the case
of cattle damage-leson. Co. Lit. 142. 101
3 B. 11 133. 2 Co. 360

A distress of Cattle Damage-leson must
be made while the cattle are on the land

While they are upon the land of another
the owner of the land has a lien upon them

Anciently the landlord could not distress
the goods of the tenant except when they
were on the land, not so by later stats.
9 Co. 22, 3 B. 11. Co. Lit. 142. 101. 3 B. 11. 300

The landlord by Com. Law might make a dis-
tress to any amount, for any debt however small
But by 52 Hen. 8 the Landlord takes dis-
tress to an excessive amount, he is liable to a
special action on the case

It is an ancient statute and therefore binding
here 3 Lev. 48, 3 B. 12, Stra. 851, Ven. 104

Distrain in the case is the only remedy for the action. Distress will not lie over & where the property is sold or aliened, even at a certain value, distress will then lie if more is taken than the rent due 1 Bos. 590

A distress for rent is incident of com. right according to Com. Law in those cases only when the owner of the rent has the reversion of the land. If he has no interest in the land he cannot distress, unless there is a special agreement in the lease; for by the Com. Law rent is incident to the reversion; distress is incident to the reversion Lit. Sec. 213. 218. Co. Lit. 142.3. 2 Bl. 42 Esp. Dig 555.6

By 4 Geo. 2 the right of distressing is extended to all rents whatever 2 Bl. 43. 3 Bl. 6 185 Dig 555.6

In some cases the writ de returno habendo is taken away by stat.

By Stat. Chas. 2 ^{the 2nd} If this action succeeds the recoverer his costs and in damages so much as the property distrained is worth, provided the distress is worth less than the rent due, he may afterwards distress again or bring an action for the rent.

On the other hand if the property distrained is equal or greater in value the Def. recovers his cost and the full amt. of rent due, but no more, 3 Term. Rep 349, 2 Sc. Bl. 36, 3 Bl. 150, 2 Will. 116

2. Writ of Replevin

By this writ and other writs the plaintiff is enabled to obtain possession of his goods. If, however, the Def. in the action may have a writ of replevin. If the plaintiff sues for a return of the goods he may recover the damages, but in replevin in such a case the Def. sues for damages to him or his goods.

This species of replevin is called in our law a mandatory writ, requiring the sheriff to return the goods secured on replevin being given. *Writ 276.*

The security given is, that the Def. or his sureties shall answer all damages, demands and dues as shall be then recovered. *Writ 276.*

The writ of replevin must be directed to ~~some~~ the same officer who seized the goods on the attachment, requiring him to redeliver them, to give notice to the Plf. of the return of the goods, and to return the writ. *Writ 276.*

This writ must be returnable to the same Court to which the original attachment is returned, and placed on file, for the benefit of the Plf. in the attachment if he prebails in this suit.

The bond must be taken in favour of the Plf. in attachment. *Writ 276.*

The writ of replevin is in a good measure superseded in this State by the practice, which is called "replevin bonds a tunc illi."

A Magistrate taking these bonds acts Ministerially.

If he takes insufficient bonds at the time he is liable to an action on the case. But not

Our courts have decided that if the bondsmen are responsible at the time the magistrate is not liable, though they should afterwards become insolvent.

It has been a question whether the \$1000 bond in the writ of replevin may be lawfully taken in the magistrate, i.e. of the \$1000 which have been attached. Root 165

But it is perfectly absurd!

It is a settled point that it is not good; the magistrate is liable however responsible the Off. may be

It has been held in this State that if the property of A. is seized on an attachment against B. that A. cannot have a writ of replevin; but of trespass, for the replevin is not an adversary suit, and that no one except the Def. in the attachment can maintain a

and a woman

and a woman who is a distress suffered
as it will clear in case. Kirk 276. 24443

If the wife is a feme sole and dis. married
and she then marries the husband more married
releases them

She cannot join with her in the action, for in
the marriage the woman becomes the husband's

Though the cause is local, she is joined and
a verdict given, no execution can afterwards
be taken. But J. G. doubts 83b. Dig. 373 Bul.
N. P. 53, 104 51, 2

If after distress taken the owner dies, the
executor or administrator may revive it

If the goods or cattle of several persons, are distrained
together in one act, each must maintain a several
action of his own, for there is no interest between
them. Co. Litt. 45(b) Ap. Dig. 374. Bul. N. P. 53
1 Ind. 81, 2.

Goods distrained can only be replevied in the
country where they were distrained 2 Shaw. 91
Ap. Dig. 372

The true reason is that the causes of action
or the claims for which distress is made allowed
by Com. Law are local

The writ of replevin lies only for things personal, nor can distress be made for other property.

It has been held for this cause that it will not lie for a title deed, but the reason is defective, trover will lie for a title deed. Futzherbt. 68. Esp. Dig. 372. 4 Bacon 385

If replevin will lie for a tortious taking I can see no reason why it will not lie for a title deed.

Replevin is founded on the right of property not on possession.

Hence it is that a good plea in Replevin that the property is in a stranger not in the Plt. Esp. Dig. 381. 2. 11 Bac 373. 2 Sam 92. Earth 111. 2113 Lat 111.

It is said to be a good plea both in abatement and in bar sed qu. as to abatement

Replevin
Rescued

The declaration alleges an unlawful taking and demands damages. Common. Dig. Rea 3 h. 10 2 Sam. 194 (a). 292, 310, 320 n. 1. Form. Cont. Rea. 564

When there is a trial in a writ in Rep.
the Def. may deny the taking or justify it. 4. Bac 440

The taking is denied by the general issue which is non est.

But on this the Def. cannot claim property, nor give evidence to justify the taking. 1 Ven 240. Bul. N.P. 54. Salk 5, 2 Lev 92, 6 Mod 89

The reason is that it is inconsistent with the plea of non est. i. e. to justify and deny at the same time.

If the Def. justifies a replevin of beasts taken dam. feasant he is called the avowant, if he justifies in his own or the right of his wife his plea is called the avowry but if as the servant of another the cognisance 3 Br. 50, 2 Taun. 195, 13 B. Dig. 300

The action of Replevin as to bleeding is sui generis.

The avowry and cognisance are both in the nature of a plea and a declaration against the P^r in replevin.

The answer is in the nature both of a plea in bar, and a replication parties are. When the Def. makes cognisance both parties are actors i. e. both are P^rs. 2 Mod 149 Cro. Elus 798 Bul. N.P. 61 3 Br. 150, 1

Freshness on the Case or delict

The Rule is, when a forcible act is immediately injurious and the redress is sought for the immediate injury, trespass is the proper remedy.

If the injury for which redress is sought is consequential, trespass on the case is the proper remedy.

To illustrate by examples

If A. commits a battery on B. and B. brings an action for his corporal injury, his action is for trespass.

If A. falsely imprisons B, B's remedy is trespass.

If A. forcibly detains or takes B's property, redress must be brought, because the injury is immediate.

But if a servant is beaten, the same law is trespass on the case (causa causata) the servant's remedy, trespass (causa causans).

When it can be applied this is a good rule.

When the force complained of has terminated before the injury commenced, the damage is consequential. 2 B. Rep. 892 6 Ter. Rep. 123 125 153, 4 But. A. R. 26, 79 Prau 40 2 Ter. Rep. 176 2 Ld. Ray. 1032 Salk. 380

The injury to be immediate need not be the instantaneous effect of that force 2 B. & M.

If a forcible act produces, by a connected and uninterrupted train of cause and effect, an injury, this injury will be deemed the immediate effect of the force used; the remedy is respondeat, not case; case, will not lie

as to case

1. In the immediate consequence case is not a continuance of the original force. The injury is immediate. The remedy is respondeat.

2. In the case cases where the injury or damage commences, the injury is consequential.

3. In the injury is produced by the voluntary act of a third person, the person in the instrument in motion will not be liable, but the third person. For instance A. throws a hot ball and it strikes B. and breaks the window of C. B. throws it against the person or property of C. B. not liable for the injury done C. Don. Aug. 407. Mass. 3 East 523

4. If one's a boat upon the water and it is raining, which, when it rains ceases, the water is upon its land. Its remedy is case, for the act of it ceases before the injury commences, another sufficient act is necessary to compensate the injury. Tha. 636

The second case is a case of trespass and damage to the land of B. In remedy is trespass because the injury is the immediate effect of the act. 2 Bl. Rep. Scott & Phipps 892.

In the case of turning out a mad bull for the purpose of sport as the *Edwards*, and a person was seriously injured, the proper remedy was trespass. Scott vs Phipps.

If A rode an unbroken or unruly horse and a person the horse ran away with him, and injured the person of B. Case was held to be trespass, because the rider was passive, and could not restrain the animal. 1 Wm. 295 2 Lev. 172.

If A rode a horse and the horse ran away with him, and injured the person of B. Case was held to be trespass, because the rider was passive, and could not restrain the animal. 1 Wm. 295 2 Lev. 172.

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If A, being assailed in front by B, who is, let him know at the time, knowing him to be there, B can maintain an action of trespass. It being voluntary or not makes no difference. 2 Bl. Rep. 899. 2 Wm. Rep. 173 East 593.

If, in driving his cart, he let it run with force against the horse of B. The Court held that case was the proper remedy. 2 W. Rep. 117. The declaration did not state that it drove his cart at all, or that it was the act of A, and this decided on account of the form of the declaration. 3 Eas. 543 8 Tm. R. 188.

In the description and evidence the injury
as the immediate cause the case would
not lie

C discharged a gun, the fire of the wadding
set on fire the barn of B. Now it was held
that case was the remedy not trespass. Pro. 112.10
Because the burning of the barn last time about
the barn did not commence until after the act
of C had ceased

vide 3 Connt. R. of Gates & Miles

C dug a trench on his own land and diverted
an ancient watercourse from the land of his neigh-
bor, the action on the case is the more remedial

Because the immediate cause of his damage
is not fire, the damage is consequential. 2 Phil. 174,
1829. 38, 39. 5, 038, 039.

C. sued B. alleging that B's vessel was
driven against that of C. on account of the
negligent steering of B's vessel. The action was held
to be case. The court observed that B. did not steer his vessel
himself. If it was steered by a pilot the action
was case; but if by B. it was trespass & 5 Vent. 185.
3 Inst. 523.

The rule for trespass, holds only when brought
against the immediate owner agent

If the master is sued for an injury done
by a servant the action is trespass on the case;
against the servant trespass.

If the injury is done by the master or his mission
or direction the action against the master is trespass
10 Ben. Rep. 125 2 L. R. 442. 5 B. & C. 040. 1840. 185

Where the defendant is a carrier of goods and the plaintiff is a passenger, the action is in trespass. The plaintiff is liable for the loss of the goods. 2. 204 to 205, 202.

The case is the proper remedy for consequential damages. The action is not injured by its being delayed. The action was done with force and arms.

The plaintiff is sued in trespass because his servant drove against the carriage of B. It does not injure the action to state that it was done with arms. 3. Reeves vs. C. L. 244

Whether the original wrong occasioned the damage to another was or was not material or not. It does not determine the form of the action.

The form is determined by the nature of the injury, i. e. whether it is consequential or not. See also 1. 104.

The case on the case lies for in the following cases

Cases in which the case lies for the case of

For a great number of misfeasances and nonfeasances, trover, slander, malicious prosecution.

It may be neglect for which this action lies on the ground of a wrong or tort must be the neglect of some duty enjoined by law.

This neglect must be followed by a right of action to recover damages. 2d. Ray. 97 3d. Ray. 599

Pro. Eliz 219

11-13

The action of an agent is liable for recovery
as to the action of the agent

This action lies for any neglect on the part
of a legal officer to the damage of another

In many cases private persons are liable
1. Since 1833 since 1863

An action lies against an agent for any
neglect of duty on his part to the person
entrusted to his care

It lies in many cases for neglecting
to effect insurance of the property of his principal
according to instructions

1. When an agent or correspondent abroad
has property or his principal and neglects to effect
insurance according to instructions he in case
of loss is liable

2. When one has been in the practice of
insuring for another and has given no notice of
discontinuing that practice, he is bound to insure
when so instructed & he does not in case of loss he is
liable

3. When one accepts a bill of lading consign-
ment of goods at auction on condition of effecting insu-
rance but does not in case of loss, he is liable
Mar. 74. 250 insurance Part 303 7 Feb. Dec. 187 2 Jan. 188

The mere voluntary agent one who receives money
or property in the execution of a trust, in
case of neglect is liable The mere witness is not
binding but if he enters upon the execution, he
is liable in case of neglect. Esp. Rep. 74 Jan. 256, 7 209

It seems to me that the law is not in the line of his profession in case he does it and is an individual, especially in connection with his duty in the case.

But I do not see the line as his profession he is liable only for neglect.

For ex. in a Truist case to make a garment for another he is liable if he fails even for want of skill. But if one makes a garment to make a garment he is liable only for neglect. 2 B.R. 554 Ex. 510. 601 L.R. Aug. 24

of his negligence or ignorance a physician or surgeon "treats his patient" he is liable for "malpractice" Braxton 5-

But if the person undertaking is not in the practice of music or surgery he is said not to be liable for ever neglect unless a special agreement is made between him and the patient to employ him for such. B.R. 122.

But I take this not to be so. The authorities support Braxton. The case comes under the former rule.

This action lies in general against any one who acts or omits to act in the matter where the person is destroyed or damaged. One who sells him wine or provisions, or one who exercises a mission. Braxton 3 B.R. 122, 60. 552 L.R. 155. Book 10, 95

This peculiar rule exists in the law.

When one sells food to another there is an implied warranty that it is good. Braxton L.R. 155. 3 B.R. 166

Yes mischief done by a dog, the rule is that if the dog was before introduced to the market and he was not noticed by a dealer, but not noticed notice according to Com. Law. Cro. Cir. 350, 2 Sal. 602, 3 Sal. 602 and 800, 12. But to stop even it is different

Let the owner have previous notice that the dog had been in the habit of injuring even the animals than the one for which the action was brought by C. L. the owner would be liable for the injury done by the dog. 2 Sal. 13

In C. L. it is said that the owner of a dog is liable for the injury done by the dog to a person if it is not a common dog. 2 Sal. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

For any injury done by a dog to a person or animal the owner is liable without previous notice, because there is a mischiefous animal in a house. 2 Sal. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

The owner of the dog is liable for the injury done by the dog to a person if it is not a common dog. 2 Sal. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

It has for a distance i.e. the injured party has no right to the enjoyment of a chattel without control or management right as for destruction or a violent interference or for a person's a right to the chattel. The offender is a trespasser. 2 Sal. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

It lies against any officer who wrongfully or illegally arrests or detains or confines a person. But to 1 Sal. 2, 3 the sheriff suffers an action if one arrested or confined wrongfully or illegally is liable in an

It is a crime to make a false statement in this action
 or to make a false statement to his agent or to a person
 who is authorized to receive the same. The other must be the
 person who is the subject of the statement. 1 Leon 200
 1 Leon 200 1 Leon 200 1 Leon 200 1 Leon 200
 1 Leon 200 1 Leon 200 1 Leon 200 1 Leon 200 1 Leon 200

If an officer is practising a crime upon a
 court or justice, he is liable in this
 action.

If a stranger personates B. and sues
 against him as B. B. has his action
 against him (C) 1 Leon 100

It is a crime against a magistrate for refusing
 to perform any official duty as in refusing
 to sign a writ, or in refusing to sign a
 certificate of deposition as the
 law requires, and in various other cases 1 Leon 200
 1 Leon 200 1 Leon 200 1 Leon 200 1 Leon 200

If the parties in a civil suit settle the
 suit and the return of the writ does not
 show that the return was made the writ the return
 is not an action against the officer for the
 subsequent act 1 Leon 200 2 Leon 302

It is a crime for a false return of a writ or man-
 datum against the officer or corporation to whom
 it is directed.

In this state this action is a civil action
 and not a criminal one, it may be brought, 1 Leon 200 2 Leon 302
 1 Leon 200 1 Leon 200 1 Leon 200 1 Leon 200 1 Leon 200

It will be in use of bailment at law & equity
 Bailment 2. 2d. 100. 109. 110. 111. 112.

This lies against a bailor in all cases
 of bailment for the want of that care or the prob-
 erty which the Law requires of him or which is
 imputed to him.

When the charge is negligence it is
 founded on tort, but when contract it is found-
 ed on contract. 3. 2d. 102 & 103 and 2d. 104
 105, 106. Page 909

The Bailor's Bailment

This action lies against the owners or
 master of a vessel for goods lost or injured
 by the master. 1st. 440 1st. 1023

The shore owner is liable for the
 mis carriage of goods by the owner.

It is laid down that where the owner of
 the goods brings an action for the damage
 he must bring the action against all the own-
 ers. 1st. 440 3. 2d. 203

The law is that the action is
 in tort and you may be sued. But if on con-
 tract the whole must be sued as 1st. 5. 1st. 1051
 1049 3. 2d. 62, 100.

For damage done by neglect of duty in
 by a Post Master to another he is liable 3. 2d. 443 1051 1052
 For damage done by a clerk the clerk is liable not the Post
 Master 1054 1st. 5. 2d. 1024. The clerk is not liable as in the case of
 Master and servant, because he is not a com. carrier nor agent of an
 individual, he is a mere officer of Government. But he is liable, not to a third person

This action, (as was said in the case) is against
 a merchant, for the amount of money he has lent
 which are lent on the basis of a mortgage on the
 value of the land which he requires 8 C. 32 3rd. 1830
 73. D. 30. 1830 3rd. 1830. 2nd. 1830. 3rd. 1830

From this it is substantiated the action
 is a failure.

Receipt in Sales

One point in this action is whether a sales
 receipt is a receipt in law or in equity
 and in the sale of goods

In the case of a sales receipt, the receipt is
 a receipt in law, whether the receipt is
 a receipt or not.

It is said in the case, that the receipt is
 a receipt in law, as it is a receipt in equity. 211 5. 2. 620
 2nd. 20 3rd. 1830

Another point is, for the receipt of goods
 respecting the receipt of goods, the receipt is a receipt
 in law, whether the receipt is a receipt or not.

The action for a sales receipt is a receipt in law
 and in equity, and in equity, the receipt is a receipt
 in law, whether the receipt is a receipt or not. 211 5. 2. 620
 2nd. 20 3rd. 1830 2nd. 1830 3rd. 1830

One point in this action is whether a sales
 receipt is a receipt in law or in equity, and in equity,
 the receipt is a receipt in law, whether the receipt is a receipt
 or not. 211 5. 2. 620 2nd. 20 3rd. 1830 2nd. 1830 3rd. 1830

The principle is that the receipt is a receipt
 in law, whether the receipt is a receipt or not, and in equity,
 the receipt is a receipt in law, whether the receipt is a receipt
 or not.

When the warrant is a bill with an agreement or reservation that the vendor shall take back the property and refund the price if the property is unsound the vendor cannot maintain an action immediately i.e. until he returns the property and gives the vendor notice. 2. Ter. Res. 125. Com. 14 n. 2. 2 L. 22. 573

The act on the part of the vendor of returning the property rescinds the contract.

On an action on the contract warrant the vendor claims the contract and recovers the value and between the parties the worth of the commodity bought and its value in the case is the same.

The vendor under such a warrant is treated as if he had made an immediate assignment for the money so paid.

But if the vendor does not, or has no right to rescind, he cannot sue for money had and received. 1 T. R. 133, 136, 6 L. 818. 2 L. 23. 7 J. 181. 5 East 449. 7 East 274. Com. 14 n. 38.

When therefore the contract even or is not thus rescinded by return the action must be in the warranty or special agreement or the ground of an *"indebitatus assumpsit"*, lies not. 1 S. 112. 10 E. 109. 12 J. 42. 4. 10. 135. 7 East 274. 11.

But if goods are merely warranted sound without any agreement for rescinding in any event and prove to be unsound the vendor has no action at law for the price.

He will see that the vendor is, or he may see that
 the property is under the vendor's name and
 see in assumption it never reached the ~~vendor~~ vendor
 since 3 Apr. 53 1 Cal. 655 n. 8. App will not lie 36 82
 Cook 818 East 44 Pl. Ev. 79 Ch. Pl. 344 1 St. 383 4 Mass 505
 2d. 100 110 This note is rescinded on this case is a mis-
 take case, it is otherwise stated in some of the author-
 ities cited. It proceeds on the same principle as in cases
 of warranties in policies of insurance. The falsity of the
 warranty discharges the sale and it is a conventional agree-
 ment to undo what the vendor is not right to return
 the price.

Even under this rule unless the vendor
 returns the property as soon as the unsoundness is dis-
 covered, he is not entitled to recover it at all, he
 must take his remedy on the warranty. 1 D.R.
 36 East 44 7 D.R. 277 1 St. 200 3 D.R. Rep 82
 4 D.R. 95 2 Ch. Pl. 101 n. 1.

It has been said that the action will lie for a false
 statement.

If you purchase the vendor instead of warren-
 ting, you are liable for his title or value but if it
 will never be a false statement is the vendor
 was guilty of fraud or neglect in confirming or such af-
 firmation, as if I affirm that I. Stiles will give
 \$100 for the article or if I affirm or even warrant
 a house with the keys - "I will give you \$100 for the house."

If one falsely affirms that the property is sound
 when the vendor might perceive the defect by the ordi-
 nary use of his senses. This action will not lie. 1 D.R.
 118 2 D. 29. 30 0 D.R. 110 1 Cal. 24

John 517

The vendor or goods creates a fraud upon
the vendee by giving information respecting the facts con-
cerning it which is false, or fraud, but it has been held
that such a message will make the vendor liable. Br.
v. B. 30 and 2, 020, 032. Carst. CO v. F. Per. 57, where Rich 129
is cited and said to be 1 Bank 141.

Discussion the case in reverts

The words are said to a title of sale. There can be no implied warranty in such a case. The vendor concerned the subject, because the real contract must be implied when the case is by deed. Then can in this case be an implied warranty, either by parol or expressed in deed. 1 John. 503

4 Comt 418 If there should be an express warranty by parol the action would not lie; when contract is made by deed no addition can be made by parol.

The vendee may maintain an action for fraud in these cases. If he is induced to purchase by representations to dispense with the warranty. 1 John. 414 Rep. G. 4. 24. 248. 1 John 504

But action can't will be for injuries occasioned by false or fraudulent representations in the sale of property even though the person making them has no interest in the sale.

But they must be both false and fraudulent. There must be fraud in the action will not lie, and damage must follow. Fraud without damage or damage without fraud will not maintain the action. 3 B.R. 51 1 East 318 2 East 19. 1 East 632, 638. 6 Ea. 2. 210 3 B.R. 207 1 John 241 1 John 51 8. 1 John 22.

If a recommendor is falsely and imprudently to a person as worthy of credit, he is liable. But if he believes him to be so, when he is otherwise no action will lie, neither if he merely gives an honest opinion. This contraries to the circumstances of the man, with regard to property.

On a writ of emendatio a writ to give
 certain lands which the writ supposes to belong
 to the donor, but which is a stranger to the donor
 may recover of the executor. 1 Bouv. on con. 178. But 53

Wherever a public right is obstructed to
 the injury of an individual, the individual may
 maintain this action against the wrongdoer
 but he must show special damage. 12 Co. 72. 3
 East. 193

Ex. suppose a public nuisance created
 but an individual sustains damage, he may main-
 tain this action; yet, if by reasonable or ordinary
 care he might have avoided the nuisance, he
 cannot recover. 11 East 60

It was formerly held otherwise with
 respect to this last rule. 1 East. 194. 3 Co. 20

This action lies for damages sustained by
 any nuisance whatever. 9 Co. 58. 3 Co. 216. 2 Ven. 239

It was formerly held that the enjoyment
 of ancient rights must be immemorial. But now
 an uninterrupted enjoyment of 20 years warrants
 a jury in presuming that this was agreed on
 by the adjoining proprietor. 11 Co. 36. 2 Leon. 175. 10 Mod.
 140. 400. 11 East 372

But the enjoyment of 20 years of a ten-
 ant will not hold against a Landlord, or vendor
 or remainder man unless he had notice of the enjoy-
 ment; but S.P. can perceive no reason. 11 East. 372

How far it is acknowledged in this coun-
 try. I. C. never could learn. Vide 2 Conn. Rep. 597, 8

It is a well established principle that a person who builds a house on his land, whether he erects it or not, is bound to see that it does not interfere with the rights of his neighbors. Because of this doctrine it is said that an owner of a house is bound to see that it does not interfere with the rights of his neighbors. *See 22 Am. 25, 30*
Ex. D. 030

This doctrine appears to me a strange doctrine

The doctrine of a nuisance is not a doctrine of a nuisance, it is a more matter of a nuisance, since the Law does not regard '9 L. 53 3 B. 21'
Ex. D. 030

A house built on the street is on that side entitled to all the privileges of an ancient mansion

so that if the commissioners of the highway should sell the land in front of the house, the purchaser could erect no obstruction in front
3 W. 401 2 B. 2. 924 Ex. D. 030

This is manifestly a most reasonable rule

A person who causes a nuisance, is not liable to another action to recover damages for any subsequent injury to the same nuisance. *See 10. 103 2 L. 103 3 B. D. 030*

The original author of a nuisance cannot discharge himself from subsequent damage by assigning the land to another, but the subsequent purchaser is also liable for continuing the nuisance; either may be sued *Ex. D. 030*
555 Ex. D. 030

Freshwater on the lake or accretion

In the obstruction of ancient water courses both in the river and the riverine. 4. Bar. 2141 m. c. l. 27 or 325 West 3' 2 m. d. 035. 037

Obstruction nuisance is overhanging the life's house or land so as to cut water from them, which is an actionable injury, for "eius est solum eius est usque ad sectionem" - B. B. 216 m. c. l. 107 5 co. 101 m. d. 034 m. d. 037

This action is for obstructing a private right of way. 17. d. 84, 460 m. d. 120 m. d. 039. 040

The right of way over the land of another may be presumed from long and uninterrupted usage; in this State for 10 years

It is considered this as conclusive evidence of a right of way.

This rule is founded on convenience and on the same principle as the est. of a limitation. 3. d. 174 m. d. 909 West 372 - 375 Esb. B. 040

That in favor of the public a right of way has been presumed in one case by B. N. it usage of only 6 years. I know of no reason for this, and think it wholly arbitrary. West 370 m. d. 200

If there is a grant to a right of way, the right terminates with the grant.

It lies for diverting an ancient watercourse 17. d. 174 48, 54 m. d. 508 2 Co. m. d. 03 584 West 585

But a right adverse to this original or natural right may be acquired in an interrupted usurp of 20 years, or 15 in comm. This Rule proceeds on the presumption that the proprietor before acquiesced in the right, see evidence 6 East 208 1 Bos & P. 406 1 Perm. 409 10 John 241 15 John 213 1 Conn. 382 2 Conn. 584 8 Mass. 136

17th c. actions for injuries upon the persons or standing in certain relations to each other and the expenses growing out of these relations. These form a very comprehensive class. 3 Bull. 225 5 Cr. 50 538 B. & M. 18 3 Burr. 1878 2 B. Rep. 60 La. Rep. 332 2 Conn. 59 Conn. 52 2 Mass. 384 3 Burr. 345

It is no violation of any franchise or electoral franchise as the right of voting, is a legal vote. Trenchard's note to the President's electors and he refuses to accept it. The officer is liable. See 19 B. & M. 547

A candidate for an office may have this action against the returning officer for refusing to take, or count, or return, the votes given on his return. 2 Conn. 25 1 B. & P. 210 2 Burr. 90 3 B. & M. 546 or for a false return to his injury.

In the case of a false return of a member of the Legislature it has been held that unless the Petition right to sit had been determined by Parliament, the Petitioner could not maintain an action against the returning officer who made a false return. 11 C. 49 13 C. 547 14 C. 502 6 Mod. 45, 49 This doctrine has been disputed by La. Com. and I trust very correctly 1 B. & P. 124

This action was at U. S. on a motion
 of the plaintiff to remove, Monday 4 June
 1803

Now this right which is called
 a patent is a privilege to the
 persons, under certain regulations

The patent must be given to some
 person, for a certain time; and as the
 case may be, for a certain class of persons
 or for his representatives, he must be a person
 in a

It is a patent for a patent, which
 is a "Patent" in the United States
 States

The patent must be given in Law
 for the purpose of obtaining the exclusive right
 of the 4th Sec. of the Act of 1800, 1802 and 1808

If it is not good, the patentee can
 recover no damages of any who infringe it.

Under the act of 1800, a person
 or not naturalized cannot take out a pa-
 tent. None but a citizen can

By a recent act of Congress an ac-
 tion cannot be brought for the violation of a
 patent except in the U. S. courts

It is a wrong committed to me
and not in the enjoyment of another.

If the servant is not shown to me
before injuries and loss through neglect or care-
lessness that there is no action against me.

But if the servant injured him
himself I am not liable.

Q. If I send my servant with my
wagon, and he drives negligently or runs off
the road and causes damage to the carriage
or a person, is that a servant's damage, or the
Lord's? A. That is action against me for
the damage.

Q. But if the servant negligently
drives against the carriage of the other, the
injured party must bring his action against
the servant for trespass. I am not liable.
See 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

It lies on the defendant to prove
negligence. Cro. Eliz. 95. 1. 10. 93.

In this state it was decided in
New-Haven County by the Superior Court
that when a man is charged with the
arrest of a person for the purpose of arresting him
and goes into the house of the person and
locks the doors and windows so that the person
could not enter; he was guilty of obstructing justice.

to the action on a case action and
 more form of action because the use of it
 is not

The case of former actions does not
 of it

the case of former actions are former ac-
 tions

to stand action in the case above is
and needs form & deliberation, because they are
so universal.

The case of formed actions does admit
of it.

The common law actions are human
actions.

Of the writ of Habeas Corpus

This is a prerogative writ, issuing in the
from Bancus Reis and answers in some meas-
ure in its effect to the specific relief afforded
in Habeas Corpus 3 B. & C. 429

It may issue from Chancery 4 B. & C. 7

But the writ is not exercised in
B. & C. only. It must be issued by the highest Ct. of ordinary
jurisdiction in these States

It is granted in those cases only that
relate to government, or the public, and where
otherwise it there would be a failure of justice
3 B. & C. 527 2 B. & C. 500. 4 B. & C. 285

It is used to enforce obedience to acts of
the Legislature, and in relation to the rights
chartered to ^{thus} persons ^{arising} from a failure of
justice & a defect of the Police 3 B. & C. 1267

It issues in those cases, ^{only} where there is no
other specific remedy. Generally not granted
when there is any adequate remedy by action
1 B. & C. 148 2 B. & C. 577 2 B. & C. 500

The writ is granted in some doubtful cases

The object of this writ is to restore a per-
son to some corporate, or other, franchise, or right,
which concerns the public, or the administration of jus-
tice, and of which he is deprived; or to admit
a person to the same right and so on 1 B. & C. 93
3 B. & C. 529

The writ issues as some public officer, cor-
porate, or inferior Ct. commanding the performance
of official or corporate duty 3 B. & C. 528 4 B. & C. 52

It is not to restore one to the place an attorney
to use B. Dec. 530 20-25 1844 540 10th 11th

The offices in these cases, must be of a certain
permanent nature, therefore an office under
an establishment or institution depending on
voluntary subscription not endowed, is not enti-
tled to it. R. Private Library, Massachusetts Soci-
ety, etc. B. Dec. 665 11th 11th 1842 331, 4th 25

But the office need not be a freehold
it is sufficient that it is an annual office with
the preference, B. Dec. 1-10 1842 666

The court will extend this rule not to
all the public offices in Conn.

It lies in Conn. to command a County
Treasurer to pay money to a County Collector
also to command justice to lay a County Tax
but when the office is more of a private nature
the writ will not be granted. R. Board of Act Baron removed
in Eng. B. Dec. 600 10th 10th 1843 43

Because a
County
not being
a corporation
there can-
not be su-
ed; then
is another

In Conn. officers of private companies as
Library Companies would fall under the jurisdiction
of private officers

But Charitable Companies the grant of
incorporation being anterior to the things charter
of public companies; the writ will be available
for those officers B. Dec. 528. n. 10, available for the
officers of a bank

The writ never lies to enforce an act by
a constable or magistrate the writ is
uncertain whether he has a right to do
to do it B. Dec. 2. 005 11th 200

It never is granted to advise a consular agent rem-
edy with 500 l. s. it is a writ to compel a transfer
of stock, for case dies 200 500

It never is granted to advise a consular agent or the
or Magistrate to do an act when the doing of it
is discretionary as to advance or continue a case or refuse to
grant a new writ 2 B.C. 1, 708 54. 2, 008 20. 2a. 8387

If several are advised of offices, franchise,
etc, each must have a separate mandamus they
cannot join, for the writ is distinct and the
cases may be different, Bull. 200 54. 2, 008 20. 2a. 8387

Writ
of Habeas Corpus

It is the writ of granting the writ

It is not usually granted in the first in-
stance though it sometimes is, the usual mode is
to grant a rule to show cause. It is that is
not granted out on affidavit of the party ob-
taining 3 B.C. 528 Bull. 79, 200 3 B.C. 111

But under pressing circumstances it will
issue in the first instance or not at all 2a. 2081
54. 2a. 609 Ex. To sign a poor rate, in cases of in-
general cases, i.e. cases of notoriety, where the
probable ground is manifest 3 B.C. 111

It is never granted the the has been a default
It never issues to prevent a default in the first instance
54. 2, 670 54. 436 Bull. 109

The writ is directed to the person whom du-
ty it is to perform the act commanded. It is to
go to him and he must at his peril do the act requir-
ed or return sufficient reason for not doing it
54. 2, 672 54. 436, 439

have an advantage to be done by a writ of the
 commission it may be directed to the true corporation:
^{acting} but not which is to do the act but not for
 any other part of the act. 3 B. & P. 107 110 111 112

When sufficient cause is shown for issuing the writ
 is not shown the writ itself issues in the alternative,
 to do the act or show sufficient reason for not
 doing it 3 B. & P. 111

of the return. If the return is a true and sufficient
 reason he is excused, and at C.L. the return of
 the officer cannot be directed, but case lay
 for a false return 2 B. & P. 134 3 B. & P. 111
 112 113

Now if the return is not sufficient it may be directed to be
 traversed, 3 B. & P. 503 3 B. & P. 107 110 111 112
 113. It is now directed the return of the ¹/₄ (the
 return on the case)

That if the commission is not sufficient it may be
 directed to be traversed, or the return may be directed to be
 traversed. But if the return is sufficient the return
 for him is directed to be traversed for false re-
 turn 3 B. & P. 110 111 112 113 114

Since this statute of the return, the return
 which is a question to be tried by the jury, the party
 injured has a peremptory mandamus i.e. a com-
 mand to do the act required 3 B. & P. 110 111 112

So if the return is insufficient on the face
 of it a peremptory mandamus issues both at C.L.
 and under the Statute 3 B. & P. 110 111 112 113

Before the return is made. The only remedy for a false return was an action on the case i.e. the return could not be falsified in the proceedings on the mandamus. 1 Co. 79 Ed. 4. 648 336.111

But if the false return was made by several the action might lie vs all or any, it being a tort 3 Bac. 584 Parth. 1720 179. 2. 685

And the action lies as well for the "suppression" as well as for "sugessio falsi" Long 144

But if one of the persons sued voted vs the false return and was excused no remedy can be had vs him 6 Ed. 380 La Ray 504 Parth. 172 and 171

If the return be falsified in the action on the case, a peremptory mandamus issues of course provided the action is in the same Ct. from which the mandamus first issued for the falsity of the return then appears from the receipt of that Ct. of the Ct of B.C. in Eng. and the Superior Ct in Conn. 6 Ed. 386 3 Bac. 544 2 Co. 433

If the writ is in a different Ct. the truth of the return must be tried by an issue joined in that court after the return in the action. But the record in the action is conclusive (otherwise) when that issue was brought 2 Co. 428 5 Ed. 636

If after a peremptory mandamus made to return the writ, no return is made an attachment issues for contempt 3 Bac 45; 2 Co. 429, 34 3 Bac. 111

And if the writ was issued vs several the attachment must be vs all, though some would have made a return 2 Co. 808

Then however those who ^{would have} obeyed the rule
could not be punished under the attachment
on proving that fact

Contempt is punishable by fine or impris-
onment or sometimes both 4 Be. 287 Cr. C. 176
and in some cases with corporal punishment.

In the case to whom the writ is direc-
ted fails in respect to the Ct. in his return
he is punishable by attachment 3 Be. 111

Of the writ of Habeas Corpus

This is a prerogative writ, issuing generally from the Ct. B. R. to prevent inferior Cts. from exceeding cases out of their jurisdiction & Com. 487. Ditz. 1 B. 39, 40, 2 Co. 274 and is issued from men deviating in the mode of their proceedings from any regularity prescribed by Act 2. R. 10. 3 Bl. 112 4 Bac. 240

It may in some instances issue out of Chancery Com. pleas and exchequer 3 Bl. 112 1 P. 2 m. 470 Hob. 15 Dec. 24, 1 Co. 58 4 Com. 489 1 R. Bl. 456 12 Co. 58

It is directed to the inferior Ct. and the party prosecuting in it, and is founded on a suggestion that the cause itself or some collateral question arising in it, is out of the inferior Ct's jurisdiction, or that the Ct. is deviating, (ut supra) 3 Bl. 112 12 Co. 58

The mode of obtaining a habeas corpus is, by a rule to show cause why, &c. and in many instances a affidavit must be made, that the cause or question is out of the jurisdiction of the inferior Ct. 4 Bac. 244 1 P. 2 m. 470 Cal. 549 stating the grounds of facts, &c. 144 B. 112-1172, 144 m. 470 1 Co. 58

Otherwise when the fact appears from the declaration, return, &c. of the inferior Ct. La Ray 1211 Black 593

Whether the writ of Habeas Corpus is a writ *ius sociae* or discretionary. The question is an extraordinary one. The latter opinion is that it is a writ *ius sociae* 1 B. 65 Cal. 33 La Ray 220, 578, 580. 3 B. 342 Hob 67 Ray 34, 92 Mad. R. 24, Mad. R. 13-14

Pleas in some cases where the inferior Ct. has jurisdiction, i.e. where a *st. n.* has been passed regulating the proceedings in such cause and the

business of matters from that occasion, the case
and the nature of jurisdiction are said to be the same
the cases in which a writ can issue, 3 L. 32. 100

For the purpose of obtaining a writ the party
adversely affected must set out the cause and
"the action" containing the nature and cause of his
complaint and after a writ is granted he may amend
ante) 3. 32. 113

If the matter suggested is sufficient in
substance the writ issues. Writ of Prohibition
sufficiency

The writ commands the Court to revoke
and the writ is to prosecute PROSECUTE

But if the maintenance of the cause em-
ained or disputed is not the main reason of a dis-
pute or dispute, the writ is not issued is in-
acted to dispute in prohibition i.e. to prohibit
an action to be prohibited by the opposite
party, and a writ not granted that the in-
ter has been in disobedience to a prohibition
before granted 1 L. 125 - Mar 15/12 Ex. ca. 730 & Bac 248
Fitz. 44

This is done for the purpose of having the
question more elaborately and solemnly considered
than in action in which the proceedings are summary

The action must follow the sugges-
tion. The action is not granted with
and the question of the sufficiency of the cause sug-
gested then and the plaintiff in the action, is the
cause suggested is an adjudged sufficient, but
with nominal damages are given to the Rep
and a Prohibition issues is the Gr. and the Inferior
Ct. commanding them to proceed no further

insufficient, judgment as to the ~~the~~ amount
of compensation awarded i.e. a writ issued when
deliberation or consultation had, permitting the
cause to the inferior Ct to be determined, not
withstanding the former fictitious prohibition.
3 B.C. 1134, 4 Bae. 248 (n) dit Prohibition

It is a rule consultation is sometimes
granted when there has actually been a Prohi-
bition ^{summons} ~~in a writ~~, the party notwithstanding may file
a declaration, answer the summons and re-
move the case on which the prohibition was granted,
and the issue to be tried for and a consul-
tation is awarded 3 B.C. 114

The gist of this decision is in this
case to rescind the former actual prohibition

The Ct. itself at its own mere motion, with-
out any action brought, sometimes awards a consul-
tation after prohibition issued. 4 Com. 517

Ex. Chanc. upon this consideration
it thinks the suggestion insufficient

Prohibition in this writ is a common
remedy in law and in equity at the
discretion of the court. Fitz. 2d. 216. 4 Bae. 251. 1 Bae. 202

but it is a contempt to commence a
new suit in the same inferior Ct for the
same cause after a prohibition. 2 Bae. 202
1 Bae. 200. 2 Com. 111

on the other hand, in order to the
 the several damages and costs in the above men-
 tioned action, and a sum or other sum
 is and is also included for the public defence
 1 Nov. 348 2 Dec. 300 4 Dec 248 in 202 100.000 559

In Conn. we have a statute vesting the
 power of granting probations in the ^{episcop} ~~episcop~~ ^{episcop}
 and enabling the magistrates or the assistant
 Justices to do it in vacation. See this account
 the vic. Law on the subject. Stat. Conn. 558

Of the Writ of Habeas Corpus

This is a writ which a person is entitled to his liberty when he is wrongfully detained some inferior Ct. for some special purpose.

It is upon an application to a superior court and is a writ of habeas corpus.

It is upon that of another person making a right to require his abbasance 3 B.C. 129 131

Of this writ the kinds are various

I Habeas corpus ad testandum This writ is given one who is cause of action against another person and by means of an inferior Ct. to remove the prisoner so as to charge him with a new action in the Ct. above. See. 197, 249 2 B.C. 129 3 B.C. 129. 3 B.C. 2 In this case it is unknown how can V. 100 R-7 p. 100 R-7

II Habeas corpus ad satisfaciendum This writ is given when a person has been wrongfully detained and the writ would bring him up to serve him with process of execution. See. 197, 249 2 B.C. 129

III Habeas corpus ad liberandum This writ is given when a person is wrongfully detained and the writ would bring him up to serve him with process of execution. See. 197, 249 2 B.C. 129 3 B.C. 129. 3 B.C. 2 In this case it is unknown how can V. 100 R-7 p. 100 R-7

Here his writ is removed by Habeas Corpus. See. 197, 249 2 B.C. 129 3 B.C. 129. 3 B.C. 2 In this case it is unknown how can V. 100 R-7 p. 100 R-7

It is not a "black matter" and should not be treated as such, and in-
stances of persons who proceed in the Court-
House and subsequent proceedings are recorded
as "common law" and 12 Dec 1866 3 Dec 18
3 Dec 18 2 Dec 1860

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* not read & in the letter

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IV. In the Court of Sessions

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3 Dec 18 2 Dec 1860

One of the Sheriff or Jailor in any
case does not person unnecessary liberty, as
there is a large to go with him in a very circu-
lar way. It is an escape (re. 1864 1861 202 3 co.
44 2 Dec 1864 1 Dec 1860

It is more common to find a
person in prison. Burr. 503.

On (18) such persons (15 or 16) are
in prison. They are subject to the Executive
order.

The order next is to the Sec. of State

V. the suspension

The principle here is that the Sec. of State
has the power to suspend a person from his
office and command him to ^{turn} ~~leave~~ ^{the} ~~the~~ ^{the}
to submit to a grand jury and the
or judge shall return 30. 51

This is a com. law and in case
of the liberty of the subject. Burr. 531

This is the great writ by which release
is obtained from every species of illegal confinement
Burr. 55, 92, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

It is more common to find a
person in prison. Burr. 503.

Such an intervention would be an
invasion of the prerogative of the Legislature.

The rule is the same in this country.

Issues at N. side B. R. are
distance from station at Nevada St. Bridge
to each from Com. Road & distances S. Side B. R.
are as follows: Sta 5+37 Bar 550 2' Abut 24 B 30. - S. R. There
is no trace of the bridge

That in case of emergency I will be online
these are my email addresses B.R.
B.C. 182

But now since the Stat
Ocean L. ch. 10 the law in respect of this matter may
be read with more satisfaction too, in either of these
L. 15. B. 10. 92. June. 1985

1. *Belton* - it may have been taken
somewhere in vacation Dec. 3 Dec. 3. State R 1471
it seems not.

The Comm. it may be issued by
any Judge of the session Ct.

the ~~the~~ ^{other} ~~the~~ ^{com. Pias} ~~the~~ ^{will} in
Sessone

2. The tail plume in incubation
10. 2.5. 54, 2. 180

It is directed to the sailor or
other person detaining to induce the
prisoner with the cause of his de-
tainer. B. B. 131 Sec. 350 L. C. 10. 580
618

The Court as the case requires will
admit to bail, or release, 5 Bae. 22
10 Int. 330. 3-0 5 Bae. 154 1-11 1845 1-11 1845 1-11 1845 1-11 1845

The great object of this writ is to
secure specific relief to all persons who are restrain-
ed of their personal liberty without lawful
cause

The C. L. having been advised by
the judges a St. was issued (3/ Chas 2) which
now in a great measure resembles the
writ of Habeas Corpus 3 Bae. 18

Since the St. any of the 12 judges
may issue it in vacation Cro. 1543 3
Bae. 1350.

It lies for a person committed to a
Gaol, or his council, or a Sec. of State, etc.
3 Bae. 1350.

By the constitution of the United States
the writ of Habeas Corpus cannot
be suspended except in time of Rebellion or in
rebellion the writ is required.

The writ is not to be used to release a
person who is held by Congress or the Court.
1 Bae. 1350.

It lies not for persons committed on
execution or conviction; and by C. L. Chas. 2 it
is denied under certain circumstances, and
restrictions, in such cases of commitment
as for treason, felony, and in certain other ca-
ses Section 420. 5 Bae. 42. 3 Bae. 1350. 3 Bae. 1350.

The writ is not to be used to release a
person who is held by Congress or the Court.

It has no concern, either, or
 with, or interest in the estate of A. S. etc.
 2 Nov 520. B. Dec. 15 2 Dec. 25 3 Jan. 982 and
 for a hundred or so will in it should not be necessary
 that the unit may be sent out to
 a general of the person concerned. 982 B. Dec.
 500,000. 5 Dec. 21 B. Dec. 1302

Disobedience to the unit is
 punished as contempt. B. Dec. 10 Jan. 108
 12 Dec 000

Two Varrants

309

Two Varrants in the old times
were, or were not, or were not, or were not,
or were not, or were not, or were not, or were not.

The first is a Varrant in the
exercise of the office B. B. 202.

The second is a Varrant in the
exercise of the office B. B. 202.

The first is a Varrant in the
exercise of the office B. B. 202.

The second is a Varrant in the
exercise of the office B. B. 202.

The first is a Varrant in the
exercise of the office B. B. 202.

The heir of an heir is liable for a bare debt of a debtor's ancestor; but a second heir is liable in no case (S. 9. suppose father than a first heir has assets is not so far post. suppose) unless he, y. second heir has assets of equal amt. from a first 3 Dec 28 2 Ch. ca. 175 & 2400 (by 344). The ex^r is adm^r of his ancestor's estate & not liable ^{as} ~~for~~ any bare debts of ancestor of y. heir. For y. heir himself is not liable in respect to same - his person is not charged (3 Dec 28). But it is so if a heir receives y. land to defect of executor. Can will follow money into a land only if ex^r is on his 3 Dec 28 & Dec 300th Ch. ca. 54 & 2400 3 Dec 28.

14. The heir as such is not liable in land to pay any debt of his ancestor. The whole estate of a debtor here as well as part is subject to sale to make a mortgage for a mortgagee's money. Heirs as such are liable in land at L. in mortgages certain warranty, and concerning the decisions wh. have passed notwithstanding of record. The heir can be liable in a better case consistent with decisions - Heir is liable for a mortgage because, as occurs S. 9th in a mortgage the land of ex^r runs a mortgage hereon & ex^r in y. case is not liable as executor. The heir is not liable at L. tho named.

The may be an executor

All persons who can make a will of the land in some other may be ex^r 200 155. Person is not an executor unless ex^r is a citizen. 235 Ch. L. 124. Went. 23 2 Dec 375. So an infant may be an ex^r 2 Dec 377 200 155 500.03. Went. 208. Since heirs an infant is ventr sa mere. Can 295 2 Dec 377. Went. 107. If an appoint an infant in ventr sa mere is ex^r & y. mother be a widow of two or more they are all ex^r 2 Dec 377 500.03. Went. 355.

A Female lover may be an ex^t according to L. & C. spiritual is the same L. & C. is considered as a person capable of giving a true meditation on taking upon herself office of ex^t with a consent of her husband 2 Dec 375 that 202. 28. 191 God 110 100 235 For 158 & 100 But by L. & C. wife can't take upon herself office of ex^t with a husband's consent 2 Dec 375 and 117 that 203 In Dec 4 L. & C. controls y spiritual is at present Therefore if y hus. dissent she can't act L. & C. spiritually & is compelled to accept a nomination will be issued 2 Dec 375 that 203 Of Ex^t right to accept refuse office Post

If neither man or wife consent is necessary, she cannot be compelled to take office upon herself by her husband's consent as is an choice. But in a husband's actual dominion. She is bound by his act during cohabitation & cannot refuse to answer ex^t 2 Dec 178 God 110 * In a case she be named ex^t & marry before she is married with a wife, & get a husband's administration. For such an assistance as will bind her & her son never with a wife's consent 2 Dec 278 God 110 L. & C. 100 after 100 years she is bound with a wife's consent & not to have assisted (* In next sup. of following manuscript. So L. & C. wife actually administers with a husband's consent & an action is lost by y^e, because it is not the never was ex^t. for the next order put on an ex^t or wrong order - in a wrong order informed - in a wrong order - in a wrong order for 2 Dec 375 God 110)

Here

The king by y. ing L. may be an ex^t. But he may 19 nominate others to take upon y^e ex^t of y^e trust & then may be used as y^e next of y^e deceased in 235 2 Dec 374 4 Dec 375 God 75

incorporations etc

Incorporations aggregate it is said em in 2nd 1. Be-
cause it is a body formed for special purposes 2nd Because
it can take up with holding property and execution of special corporation
L.R. 355 16m 235 2 Bac 375 4m + 17.25 But a man can take
now it then more or less they may act by officers i.e. persons
appointed by them who take up with like other admⁿ 2nd Tol
30.1 18m 915 3m 5 it is a corporation it is a corporation
incorporated may be an ex² because it can take up with 50c 85
2 Bac 375 4m 17 2nd 32 18.25 n

According to civil law & Aristotle, traitors, felons, incorporations,
outlaws & some others could not be ex² 50c 85 2 Bac 375
Ment off. 2nd 17. 2nd 32 By 4th Reg. L. no person is disabled from be-
ing an ex² by public offences 234 civil (i.e. temporal) L. Ex.
outlaws & persons attainted may be ex² because they claim
to sue in curia regis 2 Bac 375 Co. L. 128. 12m 914 12m 104
154 But they can make wills for if goods are forfeited
2 Re 490 2nd 237 Simon, incorporated can't take possession
of an ex² being excluded from a church they can't dispose
of goods of a church in high way 2 Bac 375 Co. L. 124 9c 85
This is a very instance it seems an ex de facto arising out
of a Reg. L. ex de facto We have nothing to do with ex-
communication - S. G. moreover no disqualification arises
ex de facto

20

By 4th Reg. L. an alien prince may be an ex² or an alien
m² pot) 16m 295 Cro. E. 8. 9 17. 22. He may have ad-
ministration (i.e. direction) of lands as well as movables
because he holds in curia regis 2nd 32 by a civil L. as an
in case of military tenements were governed by his
seignior

The ordinary not being accountable in case of intestacy to any one deed as he pleased with a rem. after deducting 9 "rationabilis partes" or "habeantur in ymmon & children 2 B. 494. The closing & earlier period of a feudal system in which a man having a wife & children could bequeath in any kind of his estate; & when 2 extended to no more. If he had no wife or no children, his wife was at his disposal, & if none, his right of administration extended only to 1/4 of the half. If he had neither wife nor children, he could bequeath a whole (Port) & when 2 in a case of intestacy was co-extensive with a right of disposal; 2 B. 491. 2. 4) of course, if he died without either wife or children, a ordinary had a disposal of a whole.

The ordinary was not bound to pay every debt of an intestate (B. 491) but where a will was made & ext. was devised bound to pay the testator's debts to extent of goods. See 2 B. 495. For a rule concerning a right of disposal (ext. was devised) was necessary. While 2. 1000 this ordinary disposed of goods of a testator in person, he did not do so at all. 2 B. 495.

25

The ordinary given by never on ordinary was in St. next 2 (13ra I) 5 moe 1471 but 7 canb 375 Dec 32 Ra. 495. This obliged a ordinary to pay of debts of an intestate to extent of assets; as 2nd ven before cited loc. 2 B. 495 & B. 308. It gave creditors an action as rem. 110m. 257 & B. 413 C. 12. 133. Dec 400. This, it is said to be a affirmation of C. 2. 500 & 30a. See 306 110m. 257 2nd. That C. 2. 500 is it to be found? 2 B. 495 & B. 413 Aug 497. The St. 110m. 2. still lists himself after pay^t of debt & disposal of ordinary. 2 B. 495. The absence of remaining never occurred in other interpretation on the Legemature.

31 If none of y characters just mentioned (i.e. husband wife, next of kin &c) will accept a legth may by custom be admt in Eng. - he is y next claimant 2 R. 505 L. 5 Sal 98 in default of all these adm^{ts} may be committed by y ordinary to such ~~discreet~~ ^{discreet} person as he approves of 2 R. 505 Plow 278 L. 5 So before y. St. Ed. 3 2 R. 505 If there is no husband, wife, or kindred y King accordsing to usage appoints or rather recommends ^{as adm^r} Sal 97 (ante) by ordinary appoints of course L. 5. 84 *discreet

If an ex^r refuses adm^{ts} must be granted curtestamento annexo This is expressly required by St. 11 Hen 8 But in w^{ch} case St 31 Ed 3 L 11 Hen. 8 do not seem y ordinary in selecting a adm^r, for y^e St. entine under to cur or intacy. He may grant adm^r to y residuary legatee in execution of y next of kin 2 R. 505 L. 5 2 R. 505 1 R. 505 It is y St 11 Hen 8 requires it to be given to y next of kin any kinship it is deceased intine to prefer him, but here there was no such presumption, for residue is given to another But may ordinary appoint any other w^{ch} residuary legatee is deceased y next of kin under a will disqualified? It seems y he may 2 St 950 Bon 49

Suppose y testator dies intestate wth no next i. e. no residuary legatee is appointed, since ante y 2 parts, case does not differ from com. cases of intestacy. (2 R. 505 L. 5 372 L. 5 372) The next of kin would be entitled to y residue. By residuary legatee who is entitled to administration (not intine) also dies. he next of kin, next to testator, next to y adm^r it seems (4 R. 230) "as y^e book speaks of y adm^r Ex^r who is "universal heir" or residuary legatee

We have no St relating husbandship to Intestacy of
 Men or Covert & no such gen. Stat^y as St ill 9 giving
 admⁿ to next friend - nor any such as y^t relating to
 of 29 Chas 2 declaring husband's right to admⁿ without
 distributing - or in any other way, Husband has been cal-
 led in out of kin in Eng it is true (1 R. II. 381) quod nemo
 - granting admⁿ to y^e husband in Eng is not within y^e
 words of y^e St. Hen. 8 & 1 Hen 8 19 yet in y^e St. Hen. 8
 was appointed. If an unmarried person dies intestate
 in Cant. admⁿ belongs as in Eng to next of kin - & y^e
 Eng. rules as to degrees of kin are in govern (ante)
 but St gives executor no preference to other stran-
 gers, except when y^e ex^r refuses to accept or to give bonds
 (ante) but no more than are generally preferred as
 in Eng.

If a person leaving no known kindred dies intestate
 in Cant. his personal & hereditary belongs by St to a State, (tho
 as probate are to appoint admⁿ to ch^g to take charge of it
 this however seems no extent to real estate well as in Eng. But the
 court will either it seems - This must be done by a Treas-
 urer of y^e State. Admⁿ to take charge of it & deliver it o-
 ver to a Treasurer. When an ex^r in Cant. refuses to accept
 (or give bonds) admⁿ is to be granted as it is in y^e first case
 in Eng. But our ex^r in Cant. depends from Eng as to y^e
 person to be appointed. In the ordinary & not in the case
 of y^e St. sup^a & not in the case of y^e ordinary Legatee

34

In Cant. admⁿ is to be granted to a person next of kin in y^e St. Hen. 8
 another than y^e St. Hen. 8. Remedy by Stat^y of 1702 in 2 for neglect
 after 30 days after notice to appear & accept or refuse he. Same remedy
 made for neglecting after 2 mos. to take an inventory after acceptance. Stat^y
 1024 In the case of a person named ex^r who was not a bar before & ordinary on commission
 named to accept or refuse he is excommunicated 2 Bac 403. 5 & 600. 40 & 400
 102. Stat^y 35

Can someone be the executor or adm?

Is an adm^r administering one's test & assets under
 ministerial his ex^r are not adm^r to ^{his} estate but an
 administrator de curia can not be appointed executor
 & 14 & 35 & 50 & 50. The adm^r can't transfer by test & so
 all in test & another because he has no interest or have what
 what he derives from ordinary. & y^r are strictly personal;
 the trust therefore must be ordinary. See 305 & 306
 00 & 400 & 100 can 25. So if an adm^r dies at sub^r his ac-
 m^r is not adm^r to a first testate; for there is no right
 between decuria adm^r & a first testate & 50 & 50

Can we have no adm^r unless one is appointed in 35
 his test, but if we have adm^r is appointed to administer
 effect of a first adm^r & a second adm^r then must be
 appointed decuria in effect in any time remaining to be
 administered. But if ex^r of an ex^r (an ex^r having
 moved first will) is a ex^r of a. & so in the case of a
 series of successive ex^r however remote (Part 13) the
 power of an ex^r is power in an appointment or deceased.
 Is a point of difference in a special case in a ex^r
 Part 40. In 170. We must therefore submit it to an
 one in case he has some confidence in the testator
 will - but not otherwise for there can be no civil
 property in ex^r in his. Ad 407 & 350: 355 See 305 & 4
 57 & 350 & 350 & 350 & 350 & 350 & 350 & 350 & 350
 adm^r B. 12. In J. I. leaves his ex^r as an B. & 6 dies leaving
 an ex^r during a life of B. & no test to J. I. while
 authority remains to B. But after B. dies B. dies
 leaving a life ex^r, & a ex^r & J. I. & 350 & 350 & 350 & 350
 350 & 350

Whenever therefore a course of administration from
 12th to 12th is interrupted by an admⁿ - which course can
 not administered, admⁿ must be granted a second, which
 not administered by 4th admⁿ or 12th 2nd 500 1st 2nd 5.
 1st 2nd 908 And 4th admⁿ de bonis non are only in the non
 revenue of the deceased in matters on the 1st 2nd 500
 500 admⁿ de bonis non may like an orator admⁿ be re-
 ceive i. e. of certain specific parts of effects not adminis-
 tered, a rest being can be taken to others 2nd 500 1st 2nd 908 See
 37

Manner of Processing Skulls

But it is said y^e ordinary may compel an ex^r to move
y^e will & to move in relation to accept or refuse. ex^r the man
not compel him to accept it 600 51. But an ex^r cannot assign
his office it being fiduciary 2 Bac 405 2 New 472 Sol 41. Nor can
he to any effect refuse by an act in pais as an acceptance.
y^e he will not accept i.e. it will not alone bind him & must
be by some act recorded in y^e spiritual Ct. 2 Bac 405 New 375
Moor 272 Sol 42 Cro. 292. One case is Cro. 2. However one
y^e ex^r refusing, y^e record was only y^e "decline" to accept the
yet a renunciation was held binding.

34 If there is but one ex^r named & he refuses admⁿ
cum testamentis annexis must be granted; & y^e ex^r can
never afterwards move y^e will or act as ex^r 2 Bac 405
Vaugh 144 Mol 90 Plow 281 Lu. Man. waive his re-
fusal & move y^e will before admⁿ is granted?

But if any one or two or more co-ex^rs renounce be-
fore y^e ordinary & others move y^e will, y^e first^{man} according
to y^e Eng. L. administers any time afterwards even after
y^e death of his co-executors. For "as y^e will is moved & admin-
istered no authority to take a refusal" during y^e life of
him who moved & will tho' it may afterwards (Sol 3. 11) and
independently of any one entitle all to act 2 Bac 405 Moor 375
Cy 100 Hard 111 9 D. 1125 Sol 307 7 Moor 395 Cro 28 & Cro 37 Sol
292 a. v. Sol. 45

But according to y^e civil L. a renunciation is no-
nemptory & continues Sol 311 3 D. 1151. So y^e ex^r refusing in
y^e last case, may release acts due to y^e Testator 5 Co 28 a 9. 5th
Lit 1512 Co. L. 292 a. b. & y^e act is an acceptance or assumption
of y^e office of ex^r & so named named ex^r refuses, he must be named as
such in every action not y^e others 9 Co 37 a Sol 307 4 D. 1155 2 Bac 352
40 395. See when y^e action is vs y^e ex^r 2 DC 300 Port

recipients &c

42

The manner of granting admⁿ & in what cases granted

This head includes diff^r kinds of admⁿ It can't be granted in parcel (con. 253 but by 204 Nov 608 It must be in writing, the seal is not indispensable Sol 119 Nov 405, 0 Feb 231 Con. C admⁿ B. 7 admⁿ is to be granted I chose one dies in testate con 258 Dec 30 Jul 31 ca III here a person entitled to admⁿ in law, who given authority to act in himself as admⁿ is not for another who has a superior right For want required of admⁿ see Sol 90 The ordinary max^m time bounds for due admⁿ in all cases even where it is in testate annexed con 253 § 1137 In Court he must take bonds in

It may be granted jointly to two or more (ante 2920) If one dies & office survives It is diff^r from y^e can. cases of delegated authority, as a letter of att^y to two where on death of one a authority ceases But admⁿ is rather an office (Bac 410 Nov. 240. 253 240 514, att^y 482. For several admⁿ may be granted in different things & of an entire thing and for $\neq 100$ (ante 2930 Con 155) Sol 68 Sid 61 Sol 30 2 Bac 40. 344 Mart 12 Feb 78 Sol 94 If a power is made ex^t without any limitation or restriction it ent^r renounce as to part &c. recent renounce a term Look to value of y^e admⁿ it must renounce in toto & at all (1 Bac 394 Nov 103 Sol 42 Sol 297 The more value obtains J. P. in more in case of admⁿ granted once

43

2. It was formerly admitted under it could be made as to one person & advena & ex^t admⁿ It is now held that it may be held to be within this type. It con 253 4 Mart 4. 5 Dec 68 Jul 42 For 192 0 Mart 304 2 Dec 45 2. 107 Jul 78 so much as admⁿ is alien to a realm 1 Dec 40 2 Bac 415

4. So it is obtained in any manner as without
acting in partnership by L. to be cited 1 Com 253 1 Rev 305 4 Buns
L. L. 236 Law 9. So if obtained without giving security to account
re or within 10 days 2 Sac 410 1st 54/ 3rd 15 days. So it ap-
pear an admⁿ granted a new admⁿ be obtained by estate with
a renewal or first; a new admⁿ release, an admⁿ must
be renewed. The release is void Com. 254 Cy 339 56 190

50

I. Admⁿ duly obtained may be renewed in matter
ex post facto Ex. In a void admⁿ it becomes a license or
otherwise in a void Com. 253 1 Rev 355 1 Bid 373 1st 800
do & contra if a person legally entitled to a new admⁿ is
taken death admⁿ is for 12 years awarded to another, if
admⁿ may be renewed on a former becoming a void
Law 8.0 4 Buns L. L. 237 136 1st 253 1st 72.3 Comⁿ
it is 12 may be renewed, without a renewal a new
action as by granting a new admⁿ, which is still a renewal Law
10 4 Buns L. L. 237 1st 400 1st 371

Gen. Rule. When an admⁿ obtained in a manner
is if it is a wrong person a grant is not void but voidable.
L. R. 584 Com. 255 1st 38 2nd 38 3rd 38 4th 38 5th 38 6th 38 7th 38 8th 38 9th 38 10th 38 11th 38 12th 38 13th 38 14th 38 15th 38 16th 38 17th 38 18th 38 19th 38 20th 38 21st 38 22nd 38 23rd 38 24th 38 25th 38 26th 38 27th 38 28th 38 29th 38 30th 38 31st 38 32nd 38 33rd 38 34th 38 35th 38 36th 38 37th 38 38th 38 39th 38 40th 38 41st 38 42nd 38 43rd 38 44th 38 45th 38 46th 38 47th 38 48th 38 49th 38 50th 38 51st 38 52nd 38 53rd 38 54th 38 55th 38 56th 38 57th 38 58th 38 59th 38 60th 38 61st 38 62nd 38 63rd 38 64th 38 65th 38 66th 38 67th 38 68th 38 69th 38 70th 38 71st 38 72nd 38 73rd 38 74th 38 75th 38 76th 38 77th 38 78th 38 79th 38 80th 38 81st 38 82nd 38 83rd 38 84th 38 85th 38 86th 38 87th 38 88th 38 89th 38 90th 38 91st 38 92nd 38 93rd 38 94th 38 95th 38 96th 38 97th 38 98th 38 99th 38 100th 38 101st 38 102nd 38 103rd 38 104th 38 105th 38 106th 38 107th 38 108th 38 109th 38 110th 38 111th 38 112th 38 113th 38 114th 38 115th 38 116th 38 117th 38 118th 38 119th 38 120th 38 121st 38 122nd 38 123rd 38 124th 38 125th 38 126th 38 127th 38 128th 38 129th 38 130th 38 131st 38 132nd 38 133rd 38 134th 38 135th 38 136th 38 137th 38 138th 38 139th 38 140th 38 141st 38 142nd 38 143rd 38 144th 38 145th 38 146th 38 147th 38 148th 38 149th 38 150th 38 151st 38 152nd 38 153rd 38 154th 38 155th 38 156th 38 157th 38 158th 38 159th 38 160th 38 161st 38 162nd 38 163rd 38 164th 38 165th 38 166th 38 167th 38 168th 38 169th 38 170th 38 171st 38 172nd 38 173rd 38 174th 38 175th 38 176th 38 177th 38 178th 38 179th 38 180th 38 181st 38 182nd 38 183rd 38 184th 38 185th 38 186th 38 187th 38 188th 38 189th 38 190th 38 191st 38 192nd 38 193rd 38 194th 38 195th 38 196th 38 197th 38 198th 38 199th 38 200th 38 201st 38 202nd 38 203rd 38 204th 38 205th 38 206th 38 207th 38 208th 38 209th 38 210th 38 211st 38 212nd 38 213rd 38 214th 38 215th 38 216th 38 217th 38 218th 38 219th 38 220th 38 221st 38 222nd 38 223rd 38 224th 38 225th 38 226th 38 227th 38 228th 38 229th 38 230th 38 231st 38 232nd 38 233rd 38 234th 38 235th 38 236th 38 237th 38 238th 38 239th 38 240th 38 241st 38 242nd 38 243rd 38 244th 38 245th 38 246th 38 247th 38 248th 38 249th 38 250th 38 251st 38 252nd 38 253rd 38 254th 38 255th 38 256th 38 257th 38 258th 38 259th 38 260th 38 261st 38 262nd 38 263rd 38 264th 38 265th 38 266th 38 267th 38 268th 38 269th 38 270th 38 271st 38 272nd 38 273rd 38 274th 38 275th 38 276th 38 277th 38 278th 38 279th 38 280th 38 281st 38 282nd 38 283rd 38 284th 38 285th 38 286th 38 287th 38 288th 38 289th 38 290th 38 291st 38 292nd 38 293rd 38 294th 38 295th 38 296th 38 297th 38 298th 38 299th 38 300th 38 301st 38 302nd 38 303rd 38 304th 38 305th 38 306th 38 307th 38 308th 38 309th 38 310th 38 311st 38 312nd 38 313rd 38 314th 38 315th 38 316th 38 317th 38 318th 38 319th 38 320th 38 321st 38 322nd 38 323rd 38 324th 38 325th 38 326th 38 327th 38 328th 38 329th 38 330th 38 331st 38 332nd 38 333rd 38 334th 38 335th 38 336th 38 337th 38 338th 38 339th 38 340th 38 341st 38 342nd 38 343rd 38 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455th 38 456th 38 457th 38 458th 38 459th 38 460th 38 461st 38 462nd 38 463rd 38 464th 38 465th 38 466th 38 467th 38 468th 38 469th 38 470th 38 471st 38 472nd 38 473rd 38 474th 38 475th 38 476th 38 477th 38 478th 38 479th 38 480th 38 481st 38 482nd 38 483rd 38 484th 38 485th 38 486th 38 487th 38 488th 38 489th 38 490th 38 491st 38 492nd 38 493rd 38 494th 38 495th 38 496th 38 497th 38 498th 38 499th 38 500th 38 501st 38 502nd 38 503rd 38 504th 38 505th 38 506th 38 507th 38 508th 38 509th 38 510th 38 511st 38 512nd 38 513rd 38 514th 38 515th 38 516th 38 517th 38 518th 38 519th 38 520th 38 521st 38 522nd 38 523rd 38 524th 38 525th 38 526th 38 527th 38 528th 38 529th 38 530th 38 531st 38 532nd 38 533rd 38 534th 38 535th 38 536th 38 537th 38 538th 38 539th 38 540th 38 541st 38 542nd 38 543rd 38 544th 38 545th 38 546th 38 547th 38 548th 38 549th 38 550th 38 551st 38 552nd 38 553rd 38 554th 38 555th 38 556th 38 557th 38 558th 38 559th 38 560th 38 561st 38 562nd 38 563rd 38 564th 38 565th 38 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677th 38 678th 38 679th 38 680th 38 681st 38 682nd 38 683rd 38 684th 38 685th 38 686th 38 687th 38 688th 38 689th 38 690th 38 691st 38 692nd 38 693rd 38 694th 38 695th 38 696th 38 697th 38 698th 38 699th 38 700th 38 701st 38 702nd 38 703rd 38 704th 38 705th 38 706th 38 707th 38 708th 38 709th 38 710th 38 711st 38 712nd 38 713rd 38 714th 38 715th 38 716th 38 717th 38 718th 38 719th 38 720th 38 721st 38 722nd 38 723rd 38 724th 38 725th 38 726th 38 727th 38 728th 38 729th 38 730th 38 731st 38 732nd 38 733rd 38 734th 38 735th 38 736th 38 737th 38 738th 38 739th 38 740th 38 741st 38 742nd 38 743rd 38 744th 38 745th 38 746th 38 747th 38 748th 38 749th 38 750th 38 751st 38 752nd 38 753rd 38 754th 38 755th 38 756th 38 757th 38 758th 38 759th 38 760th 38 761st 38 762nd 38 763rd 38 764th 38 765th 38 766th 38 767th 38 768th 38 769th 38 770th 38 771st 38 772nd 38 773rd 38 774th 38 775th 38 776th 38 777th 38 778th 38 779th 38 780th 38 781st 38 782nd 38 783rd 38 784th 38 785th 38 786th 38 787th 38 788th 38 789th 38 790th 38 791st 38 792nd 38 793rd 38 794th 38 795th 38 796th 38 797th 38 798th 38 799th 38 800th 38 801st 38 802nd 38 803rd 38 804th 38 805th 38 806th 38 807th 38 808th 38 809th 38 810th 38 811st 38 812nd 38 813rd 38 814th 38 815th 38 816th 38 817th 38 818th 38 819th 38 820th 38 821st 38 822nd 38 823rd 38 824th 38 825th 38 826th 38 827th 38 828th 38 829th 38 830th 38 831st 38 832nd 38 833rd 38 834th 38 835th 38 836th 38 837th 38 838th 38 839th 38 840th 38 841st 38 842nd 38 843rd 38 844th 38 845th 38 846th 38 847th 38 848th 38 849th 38 850th 38 851st 38 852nd 38 853rd 38 854th 38 855th 38 856th 38 857th 38 858th 38 859th 38 860th 38 861st 38 862nd 38 863rd 38 864th 38 865th 38 866th 38 867th 38 868th 38 869th 38 870th 38 871st 38 872nd 38 873rd 38 874th 38 875th 38 876th 38 877th 38 878th 38 879th 38 880th 38 881st 38 882nd 38 883rd 38 884th 38 885th 38 886th 38 887th 38 888th 38 889th 38 890th 38 891st 38 892nd 38 893rd 38 894th 38 895th 38 896th 38 897th 38 898th 38 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1409th 38 1410th 38 1411st 38 1412nd 38 1413rd 38 1414th 38 1415th 38 1416th 38 1417th 38 1418th 38 1419th 38 1420th 38 1421st 38

Consent to a rule of a real or citation does not make
 void intermediate acts, it has been decided in 2 cases inter-
 alia - a will is forced & moved as his will. 2d. Probate is
 afterwards reversed on citation & adm^t granted, all inter-
 mediate acts done under a probate, i.e. such as a sale of land
 22 Mich^{as} do remain good ex 11 dition. who had a probate
 supposed ex^t ^{under the probate.} is not obliged to re-issuance adm^t to void the
 adm^t adm^t 3 J. R. 115 for a bay^t was under a sanction of a Judge
 Justia vis a probate wh. is not affected by a reversal in citi^{on}
 ante 51 Jac 77

Utitur when ^{probate} is made under a sanction the
 probate is made of a supposed will of a living person, for a
 ordinary can't have jurisdiction in such a case. 1 Jac 7 3 J. R.
 130 But y^e rule y^t after a reversal in citation all subsequent
 put sup. remain good unless made a part of a future inter-
 est not when it is decided by a real will com 107 1 Bac 411
 For if a person has left an ex^t, & ordinary not knowing the ex^t
 grants adm^t & ex^t afterwards moves & will in such a case
 all intermediate acts are adm^t 1 Bac 411. Show 411 Com 235
 264 Plea 277. 180 2 Lia 183 2 And 150 1 Inst 72 1 Jac 7 309
 For ex^t had an int^{er} v^{er}. y^e ordinary could not deprive him of
 jurisdiction y^e ordinary had no authority to grant adm^t or to can-
 grant it only "as a living int^{er} v^{er}." & adm^t 1 Jac 7. There-
 fore is void. Bul. 3. seems stronger to disavow the rule
 3 J. R. 130. 1 Jac 47. 177 1 Jac 380 1 Jac 27 2 R. 120

In a case where a will was made & some was re-
 voked by a later 2d ex^t & former proved, in a probate re-
 second by a rightful ex^t, all y^e intermediate acts of the first ex^t are void
 2 Bac 411 1 Jac 919 Com. R. 152 Toller. 3. 2 Jac 1. 1 Jac 42 rule 3 J. R.
 130. 1 - cited 2 Swinb 90 1 Lev 158 Qu. Where not the two last cases
 of intestacy? 2 Bac. 411. 2

Exclusions

Then person remains on condition, & action to
 set aside cases on a small number for all & which in his
 hands to right the sum so as to for all unlawful acts 2 Dec
 412 2 Jan 197 1 Jan 254 But his original acts binding & certain
 as well as upon an accord 1 Jan 38 560 18 612 Part of just debt to

The effect of an admⁿ being void ab initio is of it being
 made so, or a repeal on appeal is, it in 4 forms can be
 1. acts of admⁿ are considered & may be treated as y acts
 of a sovereign ex. He may be sued as a Sovereign 2 Dec
 411 Jan 270 1 Jan 264 338 2 and 50

Yet in practice can a manⁿ be paid debts & expenses or fu-
 neral expenses & a right to exⁿ be made to have paid & manⁿ
 shall recover & manⁿ thus paid in damages i.e. shall obtain
 or be allowed & manⁿ in mita = of damages 2 Dec 411 Jan 270
 1 Jan 270 1 Jan 338 So it is to be seen that admⁿ is
 void & grant of admⁿ is (after a repeal or an appeal) as
 if it never had existed; yet acts done under it may be
 taken notice of for a purpose of mitigating damages

But in all cases when admⁿ is void or made so, it is not on
 an appeal a voluntary part of a debt to a creditor & manⁿ cannot
 discharge a creditor even to a release is given He must pay
 it over again 2 Dec 411 Dec 410 1 Jan 254 Jan 340 But he can
 take in y^e bond in case of refusal of admⁿ & may release
 it & retain it not in case of a release of manⁿ on an appeal
 3 Dec 130 2 Dec 130 disappears by rule

But it has been held if a creditor has money on a judgment 54
 & execution to one who is exⁿ de facto having a mortgage under seal
 he shall never be forced to pay it again; for he was compelled
 by L. & mortgage (see 4. 150. 1) 2 Dec 411 25 Jan 2 in B. R. 1155 Where
 there is a mortgage on an audita general & a test 1 Dec 48

But an agent cannot be valid as the different agents are ordered, for he desires his whole authority from appointment of 4 orders 2 Bac 412 2 B & W Lor 2 173 Sher 87 1008
 But valid as to one matter affecting 9 and 10 weight of documents - there are diff. acts of any person made
 The executor cannot make for ex. the purchase of a personal goods made under a will, nor for he can do it without direction. A will requires evidence for Testator 2 Bac 412 - Lor 173 Sher 87 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 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2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820 2821 2822 2823 2824 2825 2826 2827 2828 2829 2830 2831 2832 2833 2834 2835 2836 2837 2838 2839 2840 2841 2842 2843 2844 2845 2846 2847 2848 2849 2850 2851 2852 2853 2854 2855 2856 2857 2858 2859 2860 2861 2862 2863 2864 2865 2866 2867 2868 2869 2870 2871 2872 2873 2874 2875 2876 2877 2878 2879 2880 2881 2882 2883 2884 2885 2886 2887 2888 2889 2890 2891 2892 2893 2894 2895 2896 2897 2898 2899 2900 2901 2902 2903 2904 2905 2906 2907 2908 2909 2910 2911 2912 2913 2914 2915 2916 2917 2918 2919 2920 2921 2922 2923 2924 2925 2926 2927 2928 2929 2930 2931 2932 2933 2934 2935 2936 2937 2938 2939 2940 2941 2942 2943 2944 2945 2946 2947 2948 2949 2950 2951 2952 2953 2954 2955 2956 2957 2958 2959 2960 2961 2962 2963 2964 2965 2966 2967 2968 2969 2970 2971 2972 2973 2974 2975 2976 2977 2978 2979 2980 2981 2982 2983 2984 2985 2986 2987 2988 2989 2990 2991 2992 2993 2994 2995 2996 2997 2998 2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010 3011 3012 3013 3014 3015 3016 3017 3018 3019 3020 3021 3022 3023 3024 3025 3026 3027 3028 3029 3030 3031 3032 3033 3034 3035 3036 3037 3038 3039 3040 3041 3042 3043 3044 3045 3046 3047 3048 3049 3050 3051 3052 3053 3054 3055 3056 3057 3058 3059 3060 3061 3062 3063 3064 3065 3066 3067 3068 3069 3070 3071 3072 3073 3074 3075 3076 3077 3078 3079 3080 3081 3082 3083 3084 3085 3086 3087 3088 3089 3090 3091 3092 3093 3094 3095 3096 3097 3098 3099 3100 3101 3102 3103 3104 3105 3106 3107 3108 3109 3110 3111 3112 3113 3114 3115 3116 3117 3118 3119 3120 3121 3122 3123 3124 3125 3126 3127 3128 3129 3130 3131 3132 3133 3134 3135 3136 3137 3138 3139 3140 3141 3142 3143 3144 3145 3146 3147 3148 3149 3150 3151 3152 3153 3154 3155 3156 3157 3158 3159 3160 3161 3162 3163 3164 3165 3166 3167 3168 3169 3170 3171 3172 3173 3174 3175 3176 3177 3178 3179 3180 3181 3182 3183 3184 3185 3186 3187 3188 3189 3190 3191 3192 3193 3194 3195 3196 3197 3198 3199 3200 3201 3202 3203 3204 3205 3206 3207 3208 3209 3210 3211 3212 3213 3214 3215 3216 3217 3218 3219 3220 3221 3222 3223 3224 3225 3226 3227 3228 3229 3230 3231 3232 3233 3234 3235 3236 3237 3238 3239 3240 3241 3242 3243 3244 3245 3246 3247 3248 3249 3250 3251 3252 3253 3254 3255 3256 3257 3258 3259 3260 3261 3262 3263 3264 3265 3266 3267 3268 3269 3270 3271 3272 3273 3274 3275 3276 3277 3278 3279 3280 3281 3282 3283 3284 3285 3286 3287 3288 3289 3290 3291 3292 3293 3294 3295 3296 3297 3298 3299 3300 3301 3302 3303 3304 3305 3306 3307 3308 3309 3310 3311 3312 3313 3314 3315 3316 3317 3318 3319 3320 3321 3322 3323 3324 3325 3326 3327 3328 3329 3330 3331 3332 3333 3334 3335 3336 3337 3338 3339 3340 3341 3342 3343 3344 3345 3346 3347 3348 3349 3350 3351 3352 3353 3354 3355 3356 3357 3358 3359 3360 3361 3362 3363 3364 3365 3366 3367 3368 3369 3370 3371 3372 3373 3374 3375 3376 3377 3378 3379 3380 3381 3382 3383 3384 3385 3386 3387 3388 3389 3390 3391 3392 3393 3394 3395 3396 3397 3398 3399 3400 3401 3402 3403 3404 3405 3406 3407 3408 3409 3410 3411 3412 3413 3414 3415 3416 3417 3418 3419 3420 3421 3422 3423 3424 3425 3426 3427 3428 3429 3430 3431 3432 3433 3434 343

This morning after a storm, and on a clear day,
 I went in person to the house to see the interior. The
 mansion was a small house. Sol 170.7 2 Bl 27.8 Co L. 47 ng Co. C.
 407 2 Bl 36.7 2 Bl 48.101 Ray 213 2 Bl 107 So in eq. of y
 names contained y. 6 Testa to be laid out in land Sol 18.8
 2 Bl 172.0.201 3 Bl 22.2 n C 2 Bl ca. 298 Port of Cal.
 Personal estate was denominated his lands so not to y. 22
 but to y. his. There are chattels which are regarded as lands
 or as things which are in inheritance Sol 92.0 2 Bl 27 Co L. 388
 73 As Deer in a park, Rabbits in a warren, Doves in a Dove-
 house, bees in a hive, fish in a private pond So Co L. 8
 Co L. 388 3 Bl 91.0 Off. Ex 50 76.15 r

After, if I testate when such they were sold only
 a lease for years in y. land - his in the being only being in
 land such cases Sol 193.141.8 Co L. 8 n 10 Off. Ex. 50 2 Bl 293
 Trees growing of all kinds. Fruit hanging upon y. at
 Testa's death a growing grain belong to y. his being part
 of y. freehold Sol 193 Co L. 388 3 Bl. Off. Ex. 50 2 Bl 297.5
 So of incans & houses for y. same reason Sol 100 Ex. Off. 50
 So of things sown or planted by Testa. which will no annual
 at death; as y. seeds of trees, or young trees. There are
 not claimed with y. emblements Sol 94.5 2 Bl. 23 Co L. 388
 9.1 Co L. 388 5 Bl. 249

But this morning another land I bought by y. Testa.
 got y. Ex. 50 So if y. Testa had sold his land, moving y. things as to y.
 interest in y. they are moved from y. freehold in both cases Sol
 195 Off. Ex 59.00 Such things, as y. in y. as are things as y. to y. free-
 hold cannot be moved with y. emblements in y. as y. to y. free-
 hold, chimneys, pipes, tables, benches, seats, doors, windows, window
 shutters, doors, locks, nails, millstone, curbs &c Sol 96.7 2 Bl. 27 2 Bl 27
 590 Off. Ex 52.2 Co L. 388 4 Bl 256

EXCELL 1075 &c

So of pictures or looking-glasses, & out as instead of 74
 rainscoat Tol 47 2 Burn 508 (C. between 2 Burn & Burn and to
 annexed by a letter from his son's estate in 1814
 during his interest, if he can be so without injury to a brother
 (better not; nor at moderate after determination and
 interest. Ex A furnace for dinner not affixed to a wall
 Tol 198 C. A. Ex 50.1 Atk 47 Sal 308

And modern policy was favored y right of rever-
 ance gent: so of whatever or chattel, tho annexed can be re-
 moved without injury to y fabric of y house or soil of y free-
 hold go in gen. to the owner Ex Tol 98 C. A. 115 2 Str 41 Ex T. is
 fixed to y floor, grates, iron oven, clock case, however annexed
 to y freehold have be more recent cases but held to belong to
 Ex Tol 98 4 Burn E. L. 457 So of hangings, tapestry, beds
 fastened to y ceiling, & iron backs to chimneys Tol 198 4 Burn
 E. L. 250. 2 Str 174 Atk 477. 1 R. 494. So in favor of trade, of
 brewing arms, wats for dyers, cobblers, turners, fixed to y
 freehold, cider mills on y land Tol 198 Selw. 341 Atk 477.
 3414. 5 Co. L. 59a 5 3 East 38 3 At 15.

But ancient portraits of former owners of a house
 tho not annexed to y walls, monument or tomb stone in a
 church, coat of arms or an ancestor go to y heir Tol 96
 2 Selw 100 L. 186 So of a seat in a church by immemorial
 usage Tol 199. 200 12 Co 105 2 Bl 429 Ex 2 L. are sometimes 75
 entitled to a contingent or ex^t interest limited to y life or
 in Ex. Legacy to A to be paid when he is of full age - he dies
 under age, in Ex 2 he will take it Tol 17. 905 Lar 252 Com
 L. 223 4. 8 8 Co. 2. 112 2 Vent 342 366 2 Ver 109

Specific legacies are of the kind as if I give
a request to a certain chattel in particular, & so annu-
ed as to be distinguished from all others in the same way,
or ring, or horse & Brix. 13 Brix 301. 2. There is no
title of a certain species is designated without distin-
guishing one in particular out of several. Some-
times, or a ring for. The point can be interpreted as being
delivery of a certain subject; & another may be in any
shorter of a name & kind Tol 307 & Brix 374 with 416. Amb 57
A legacy of a given sum as of £50 is a gen. pecuniary
legacy

81. Courts are generally reluctant to construe legacies
as specific; yet in intention is clear to make a specific
in kind, it must be effect as such Tol 310 Brix 301
and even a pecuniary legacy may under circumstances
as be specific in £100 in a will Tol 301 & Tol 508
Brix 150 Tol 240. 5 Brix 374. So if a request is of a certain
due from J. S. in account, or of a certain number of shares
or of a certain stock in a company Tol 302, 370 Amb 140 Tol
403 Amb 425 / Brix 448 & Tol 384 & Brix 25. 431 & Brix
2 Tol 370 Amb 500. Pecuniary legacies are also annuities
or annuities

So if a request is of a certain ^{part} of a certain stock in a company, Tol
392 Tol 302 Amb 555 2 Tol 375. reason is the same. So if
a request is of a certain due from J. S. or of a certain
part of his stock in a company, Tol 302 Brix 374
2 Tol 553 2 Tol 374 Tol 540. Another will is a request
of a quantity of a certain kind or an other chattel in a gen.
'word' £100 in a will or 100 shares of a company Tol 540 with
414 Tol 522. If a testator bequeaths some stock & says not so much at least
of a certain kind or description, but to procure so much for a certain purpose
Personal Annuities are only gifts and also pecuniaries Tol 301, 339 with 393 & Tol
417 & Tol 378 Tol 199 / £100 in a will or 100 shares of a company Tol 540
Brix 150

EXCELSIOR

46.
111
19

Under condⁿ marriage. When widow from
marriage at all, is valid because she is in her family
have a her remaining unmarried. Rob. 50. 30. 45
But if can be condⁿ marriage. Another marriage
occurs. There is a rule that is not a valid marriage if
one is alive over it. A woman can be valid. But
non-compliance is a forfeiture. Rob. 52. 30. 45. 2
Tut. 513. 30. 30. 3. 44. 1. extra with 54. But the
time is. Can be Rob. 52. 30. 45. 2. 30. 45. 2. 30. 45. 2.
also heard. It is then given over. Rob. 55. 30. 45. 2. 30. 45. 2.
Ch. 431, 403. extra with 293. 30. 45. 2.

But if rules making condⁿ a restraint of mar-
riage would hold only in cases in which ecclesiastical
have jurisdiction i.e. cases involving a right to per-
sonality only. Hence where legacies are made in a re-
straint of marriage, such effect to them condⁿ, whatever
is a limitation over or not unless clearly unreasona-
ble. Rob. 55. 30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2.

81

Ingen. ex^{or} has no right to pay a legacy to a the
father or guardian of an infant except as to a share
of a stock Eq. If so said that a legacy is Rob. 50. 30. 45. 2.
Ch. ca. 24. 5. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2.
30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2.
But then a legacy was made to a child
equally divided with his family. A legacy was made
to a child. A legacy was made to a child. A legacy was made
as being a testamentary term. A legacy was made. Rob. 50. 30. 45. 2.
30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2.
So if a legacy to an infant is too small to warrant
an application to the court, but to an infant or his
father it is valid. Rob. 50. 30. 45. 2. 30. 45. 2. 30. 45. 2.
30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2. 30. 45. 2.

Executors &c

The ademption of a legacy is a taking away
or revocation of it by y^e Testator. (Sol 320) L. 1. In express
or implied (Sol Feb 359) Express is by a revocation clause
in terms. It may be implied from act or omission.
As where a testator provides for y^e children & a
child dies before he reaches to such a child a marriage portion
of money as an advancement, provided y^e por-
tion he is equal to a legacy, a provision in such
cases is y^e two portions, for y^e same child was not
intended. There is deemed a substitute for
y^e other Sol 329 2 Traug. 400 a Sol 350 2 Traug. 15
257 Pre L. 189 date 214 Ant 315 2 Traug. 30-330
L. 51

Unlike if a bequest is made in y^e form
of a gift or other object of y^e Testator's bounty are made
for a subsequent condition or qualification or at
all a gift and other disposition in will. In such
there is no such presumption as above Sol 329. 30
date 110. If a provision in a Testator's will is
subject to a condition, for it may be de-
ademed Sol 330 date 491. If a provision is made
not ⁱⁿ ~~in~~ general. For there is no presumption
of one was meant for y^e other as a substitute &c.
The one is considered a quality or other of y^e other.
Sol 330 3 Traug. 25. If y^e will was made absolutely
in a legacy under qualification, for y^e same reason
Sol 330 3 Traug. 42. If y^e Testator was a stranger to y^e legat-
ee - no such presumption put up. Sol 330 date 570 3 Traug. 499
And a presumption in relation to advancement is de-
bated by early cases. Sol 330 date 570 3 Traug. 499. It is not
in a - by y^e will of y^e Testator. But an advancement is a gift
in advancement or portion to a child. The gift is not
if y^e whole in terms, does not need a presumption, y^e will
but words in form Sol 330 2 Traug. 224

executors &c

Then if same specification is by same person
same person twice, in same will, or in a will & in
in a codicil & convey is not cumulative. There same
thing can't be given to same person twice & a same
will more so. So where same quantity of same
thing is bequeathed twice by same instrument See
305 1322 392m 1"30m 1575424 Aliter if unequal
quantities are given in diff't parts of same instru-
ment as first £1000 then £2000 then can cumu-
lative See 305 1320 392m vide 24521 1"30note

So where unequal or equal quantities are be-
queathed to one person by diff^t instruments Vol 195 (Br.
Ch. 991.2 in W. 1842) & diff^t instruments disposing of
diff^t parts of the acc given to same person each
then diff^t directions are found, they run thus inter
alia Testa. There would not be cumulative & yet
inquest appears from will to be for same cause with-
out being per se same or diff^t instruments; as where
a particular cause or reason is assigned for both & is
the same in both cases Vol 195 Br. Ch. 992 note

921. Now, when a second cardinal appears to be a new copy of a former one with a new internal number Tol 390 P. 420. Alter when one is given a cardinal L. whether in some express mention to which one is more assigned for a first & another for a last. So L. 100 are not exclusum, generis, and one is a new across L. 100 then an alter, Tol 390 P. 420 72-100 452 And explicit ex. is admitted as to what one is tertium it is tertium tertium tertium take note or only one Tol 390 200 L. 5278 P. 424 Qu. En vnat tertium?

Exclusions &c

In some cases a mere creditor to a creditor is
 liquidated as an intended satisfaction of a debt, in others
 it is not. On it must also a debtor's intention must govern
 Tol 350.5 Tol 150.5 & 222.322 Generally it is said a
 payment given if it is equal to or greater than a debt,
 is considered as a satisfaction of it Tol 377 P.M. 408
 Br. 344 P.M. 132 34353 1 Br. 25 Nide P.M. 555
 There is a rule of construction, but in many cases it
 does not apply Tol 377 P.M. 409 note

As when there is an express direction in a will 93
 for a pay^t of a debtor's debt Tol 377 P.M. 410 Br. 358 Tol
 377 P.M. 409 So, if a creditor's debt is given does not
 average in diminution of it Tol 377 Tol 508 2 Br. 478
 2 P.M. 570 So, if a creditor is conditional & given in
 a contingency an intent the value of debt is not presumed
 Tol 377 2 Br. 371 Br. 344 Tol 508 2 Br. 100, 1191 2 P.M.
 555 2 Br. 519 So a request appears not to be equally bene-
 ficial with a gift in some respects. It may be so in some
 so in matters of law where a creditor is creditor but time
 of pay^t later Tol 377 8 Br. 235 1 Br. 478 2 Br. 100 1 Br.
 1191 2 Br. 245 2 Br. 331 2 Br. 335 2 P.M. 400 Br. 344 2 P.M. 314

if a debt was due on an other running account & bal-
 ance not ascertained Tol 295 P.M. 299 So if a gift is made
 before a debt was contracted it could not have been in ^{the creditor's} ~~the creditor's~~
 contemplation Tol 378 2 Br. 381 2 P.M. 508 P.M. 408
 2 P.M. 343 34353 And a parol debt of a creditor even more
 given to making a will, may be moved to meet a creditor's
 than an intended satisfaction; for a will itself would
 find an express intention Tol 298 1 Br. 2542 3 P.M. 351
 Nide "Evidencia" & "Sordida" as to intention in 29.

Executors &c

94

But a man to a creditor will in all cases be im-
~~posed~~ as a satisfaction - or at least will be obliged
to do so, if there is a deficiency of assets if there is not
if not others would be injuriously preferred 3008
However it is deemed a satisfaction if it draws interest
from the testator's debt 3008 3010 by then giving to
a debtor of the testator's debt may be deducted from the executor's
account as full satisfaction of it, as in consequence of the executor's
duty. For executor is considered in eq. as receiving al-
most as much in his hands of the testator's effects as if he
were to be of course as satisfied in equity 3008 3010
3015

If a Testator bequeaths to a debtor his debt it is in ef-
fect a testamentary release of the debt & operates as a
satisfaction. It is of course an equity not due to the
debtor 3015 3018 3020 3022 3024 3026 3028 3030 3032 3034
3036 3038 3040 3042 3044 3046 3048 3050 3052 3054 3056 3058 3060
3062 3064 3066 3068 3070 3072 3074 3076 3078 3080 3082 3084 3086 3088 3090 3092 3094 3096 3098 3100 3102 3104 3106 3108 3110 3112 3114 3116 3118 3120 3122 3124 3126 3128 3130 3132 3134 3136 3138 3140 3142 3144 3146 3148 3150 3152 3154 3156 3158 3160 3162 3164 3166 3168 3170 3172 3174 3176 3178 3180 3182 3184 3186 3188 3190 3192 3194 3196 3198 3200 3202 3204 3206 3208 3210 3212 3214 3216 3218 3220 3222 3224 3226 3228 3230 3232 3234 3236 3238 3240 3242 3244 3246 3248 3250 3252 3254 3256 3258 3260 3262 3264 3266 3268 3270 3272 3274 3276 3278 3280 3282 3284 3286 3288 3290 3292 3294 3296 3298 3300 3302 3304 3306 3308 3310 3312 3314 3316 3318 3320 3322 3324 3326 3328 3330 3332 3334 3336 3338 3340 3342 3344 3346 3348 3350 3352 3354 3356 3358 3360 3362 3364 3366 3368 3370 3372 3374 3376 3378 3380 3382 3384 3386 3388 3390 3392 3394 3396 3398 3400 3402 3404 3406 3408 3410 3412 3414 3416 3418 3420 3422 3424 3426 3428 3430 3432 3434 3436 3438 3440 3442 3444 3446 3448 3450 3452 3454 3456 3458 3460 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RECEIVED 7.5 20

Quinn is required to execute a writing it
into his possession is deemed to be done by him as ex-heret
as legatus; i. e. ^{to} ~~is~~ not regarded as an agent to y leg-
acy His authority as ex- being his first & most gen.
authority Besides all y a note may be needed for claim
bonorum to a legatus Vol 344 1360 47 10. 1176 Str 70
Pleu 520. 543 Can L. Cam 2 5. 7. 1 Lea 27. L. 5 Off. Ex. 225
Str 7 On strictness his assent to his own legacy is as es
necessary as to any other for y last reason Vol 345
Off. Ex. 22. 47 Can. D. Adm. 5 1 Lea 25 Off. Ex. 225

This court may be express or implied; be express
words or acts Tol 215. Lev 15. Land adm^r 287 Ante 84
Ex By recognizing a ren. limited after it is given to
imply By granting or deriving it, with assent of
it having been given in of will By appropriating
a prop. or subjects of it to his own use see Tol 345. Lev 15
Rel 920. 519. Land 20. So in performing a condition or request
that annexed to a grant Ex. Requiring a ren. required
see case Tol 745. 5 Pleas 544 599 And an assent to take
part of a servitude as a servient legatee is an assent
not to take the whole Tol 708. 2 Tol. 2. 158

But if an Ex^t being a delegate cases a motion in name
of Ex^t & I am content to a claim in your capacity of Ex^t Jul
340. Dec 210 The given exemption in no case I should remember
as Ex^t or manifest his intention to do so before he is entitled to it
This is direct a case to institute as delegate Jul 347 J. Dec 295
J. Dec 324 & 4 Dec 32 Jul 18 Dec 32 17 The an Ex^t being a delegate have
preference to other delegates in the same class Jul 347 The former rules relating
to delegates in regard to delegates hold as well of a delegate who is also Ex^t
as of other delegates Jul 347 2 Dec 502 Dec 545 So that a request in a name
as a delegate Jul 147 2 Dec 34 2 Dec 25

Executors &c

99/11/12 By a Testator appointing his debts his executor.

If a creditor appoints his debt or is appointed
and discharged, & right & duty being in a same person the
347 2 Pl. 5112 Ch. 31 Stat 179 Com. 2. Ann. 33 & Co 135
Ex 31 & obligee in above appoints & obligor Ex 31 is not
to be released at L. or at 8 Co 130. Decided by a Ct. of 12
in Comm. June term 1825 that it was no release ~~in~~
in any possible event that appointment of a debtor Ex
is never of itself a discharge of a debt at L. Bacon & Fair
man & others.

So if one of several joint or 1st & several debtors
made Ex 31 to & all are discharged at L. for the
appointment is testamentary release & release to one
is a release to all. See 348 Ch. 31. So in case of several
debts if one is made Ex by Testator his debt is dis-
charged at L. for one Ex is an act of discharge an ac-
tion as another. These rights are joint. See 348 & 1 Pl.
Ex 31. 2 Pl. 124 ante 50. The rule is a rule. Ex 31
Ex 31 is not a release, without moving a bill
or administering or the best reference but unless
formally renounced in a proper Court. See 348 Stat
300. 70. Rev 184 Ch. 31.

But appointment of a creditor alone to his own debt
does not mean & act such an appointment being an act
of L. or an act of release & release. For to a Testator
may be his own debt & release & release to himself & re-
negate it cannot do it by appointing a representative
since an act of death his debt is not at L.
to a creditor de vobis non est first in title See 348 Ch.
633 Stat 179 303 & 2 Ex 32 & Co 130 1 Stat 70

EXECUTORS &c
in Residuum

Very whole personal estate & Testaments. Law
 ann. & Ex^r, if after a day of charges, debts, & legacies
 there be a surplus it vests regularly in him Vol 351 1 P. 2
 550 & 2 Feb 131 n.k. The surplus in a place of a residuary leg-
 acy Vol 352 14 Feb 12 193 15 Feb 12 409 But if it appears
 of fraud & will expressly or by next implication that no
 beneficial interest was intended to be given to him he will
 in equity be trustee, for there a residuary L. would have cast
 residue, & a case of intestacy & e. of next kin will go on
 intestate track. Id. as when a Testator signs in Ex^r & Trust
 there is intention is plain Vol 352 1 P. 2 550 n. 11 2 Feb 98
 1 P. 2 155 n. 11 18 1 P. 2 5³⁴ 3 n. 18, 1 Feb 98

Executor, if he is made a Trustee only as to specific
 trusts, distinct from his office as Ex^r Ex. He will have
 by Testa. Vol 352 For next a trust affords no presumption
 as has next to a beneficial interest in a residuary be-
 neficiary Ex^r taking a residue as Ex^r are entitled to take
 residuary as residuary legacies & may receive take it
 Vol 352 14 Feb 103 15 Feb 12 409

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To whom a Testator appoints a American minister
 or whoever sh^d be a American Minister, at a Testator's death Ex^r
 it was held a Ex^r was not entitled to a residue not be-
 ing appointed as a trustee or in his individual character
 but in a capacity of a minister Vol 352 7 Feb 12 230 12 Feb 12 309
 To whom a Testator had bequeathed a residuary of a residuary, but
 did not complete it, & residuary legacies none being o-
 mitted Vol 352 1 P. 2 550 n. 1 2 Feb 91, 405 2 Feb 92 78 4 n. 17
 To whom a will contains a residuary clause, wh. is executed
 illegible Vol 352 1 P. 2 549

Cherrie Le

This I have estimated on all debts, funeral charges 105
 & expenses here first would make a distribution of 100
 plus or minus totals effective (i.e. here & etc) as follows

I have said that a father's share, by nature equally among his children. I suppose, exact such children must be as near as him at L. by nature*) as have before I take in his like time and settlement or arrangement equal to respective shares of 4 other children; but a child as such a settlement is not equal to each of 4 other shares, so much is to be distributed to him as will make his share including what he has so received equal to that of each of 4 other children. * His distinction in favor of his at L. does not obtain in but no probability of country. Indeed in Court. all children are equal to him at L.

[illegible]

EXCESSIONS &c

If y^e intestate leave a widow & children his
last y^e widow & y^e children in equal portions to y^e child-
ren & if any of y^e are dead (to those who represent them
i.e. to y^e intestate's lineal descendants to y^e remotest degree)
Vol 373.4 Burn C. L. 385 Can C. L. 402 H. Rep. 500 1844
1. Suppose all y^e intestate's children living The rule
is - his y^e widow & y^e children equally among his children
- then is no room for representation For representation
obtains, and where one or more of those entitled are
deceased, as to y^e intestate y^e others, when y^e latter
take in y^e intestate's absence, who were in equal share
with y^e first

2. Brother or sister & half widow is equally
entitled with y^e y^e widow & children in equal shares
of y^e intestate Vol 374 Can C. L. 402 H. Rep. 500 1844
2 Levi 57, 2 ex 477 2412 last 57¹¹⁴ and a northern one
which takes equally with her son in y^e intestate's
lifetime Vol 374 ex 50 25 2412 117 1. 4 ex 5738
Parents & child 55 If there is no one child & none
takes y^e whole intestate after y^e widow none Vol 374 Can
52 2412 2. 2. 0 So if there be but one claimant (as
if there be no widow & but one child) he takes y^e whole
Vol 374 4 Burn C. L. 343 37. 249. in B. C. L. 41

107

2. Suppose y^e intestate had many all y^e time, ex.
a y^e brother had 3 children B. C. L. 402 They all die, B leaving
2 children & leaving 3 children & 4, & dies intestate in
y^e case y^e widow after y^e widow's part goes to all y^e y^e
children in equal shares, or per capita, For they take in
y^e own several right as next of kin to y^e intestate
& not by representation their parents being all dead

executors do

Let them be sold in some way, not necessarily in the
 manner of Sol 375. The value of the estate is \$905.50
 less \$63.00 = \$842.50. The estate was declared insolvent
 and the executor was appointed. The estate was sold
 and the proceeds were distributed in the same way as the

3. Suppose some of the children declared during
 the estate, the father having left children of 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100. The father was declared insolvent and the executor was appointed. The estate was sold and the proceeds were distributed in the same way as the

Redeemed 249 Dec 12. 54

No child except 4 (at L)
 who has had from 1/2 to 1/4 of the estate and
 remainder equal to 1/4 of the estate. The
 other children are to have 1/4 of the
 Sol 375. 371. 372. 373. 374. 375.

And if one has received a portion of the estate 108
 is not to a distribution. The estate is to be divided into 10 shares
 and each share is to be equal. Sol 375. This provision does not affect
 any other portion of the estate given to a child but it
 is claim more than 1/4 of the estate into 10 shares. It must
 be estimated with a view to be divided. Sol 375. 376. 377.
 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. But if the provision is made
 it into 10 shares. The estate is to be divided into 10 shares.
 Hence if there is a child named declared insolvent
 next of kin the estate is to be divided into 10 shares.
 - not to be returned. Sol 375. 376. 377. 378. 379.

Execution is
clarance ment What?

In the same purchase, an idea of military com-
mission is his son of an advantage Vol 34 P. 1. 37th
to a marriage made for a little way of retirement to form
valuable capital, as in a marriage Vol 34 P. 440. 441
388 So an advantage made in an interest in land, or a
charge a land as a rent Vol 34 P. 441 So the time
effect after 40 years of it. In an annuity to some great
income or a great interest in a great business Vol 34
P. 440. 441. 442 So the interest in a capital of money
the best decision in the state's line

109

Her name advanced as a main income & income 110
 her as a whole Vol 350 3 Bue 75 Nor in ing. as not a re-
 ceive in mother's est, it not being within y. eng. st. of dis-
 tribution to wife & family on analogy to y. custom of
 London Vol 350 2 P. 4 355 This will relate to a case
 of marriage & interest, but does not obtain in Com-
 S. G. trusts, as y. case is within y. st. of distribution & y. is
 state of law like No I 71.5 Nor any provision made for
 a child by will or devise other as to part of y. her's prop.
 & parent dies in testate It is not within y. clause of hotel - not
 Vol 350 2 P. 4 440.5 And no provision is contained in ad-
 vancement except such an one as directed y. testate
 in his life time of y. interest intended to be limited & settled
 on y. child Vol 350 2 P. 4 440 Nor, is prob. given to us by
 by a third person. Nor, since as he may have acquired
 Vol 351 3 Bue 75

The If there be no children or issue nor of y. =
 instance we must call to mind, that is to say, in ter-
 restrial matter in equal degree not not but ~~no~~ no
 matter as among collateral, shall be admitted & her-
 der of Brother & sister children for y. immediate in-
 ne of deceased & others sister to y. interest Vol 382
 The mode of calculating y. degrees of collateral kin-
 are in y. civil law viz. by counting upwards
 from either of y. parties (y. intestate or y. claimant) to
 y. common line or first common ancestor in y. line
 in line & then downwards to y. other party, reckoning
 as degree in each person, ascending & descending
 in other words, by taking y. sum of y. degrees in both lines III
 we cannot ancestor viz. is degree of affinity between y.
 parties Vol 37 4. 98-2 1 Bue 107. 504 See Cu. 593

cellulose &c

Executors &c

Excursions de

6. Class

Excellence Le

So when we were near the gate a deer de-
scended from a tree at L. Loc 415 at about 3980' at about 09
30-40-200. Both the male & female were held
center in the air and were equal. Loc 415, P. 4400
about 200 at 3980-4000. Because the male was en-
dorsed in air.

excitans Le

excelsis De

recollections de

[illegible][illegible]

Exceptions Le

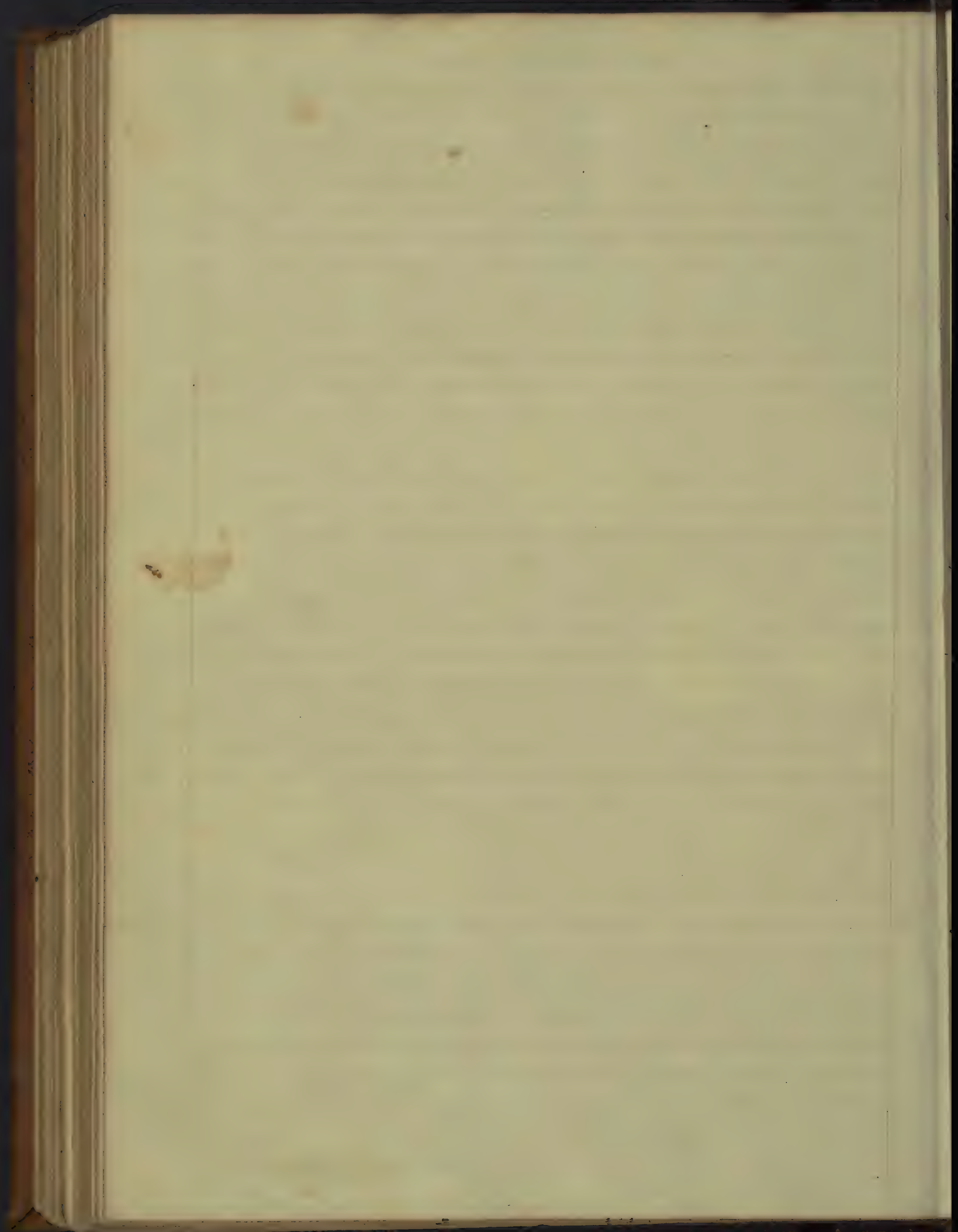
130

(1) to abatement of suit by death of parties & survivor.
in for vs Le via ready 41.2 If where parties
have a right of action and one dies before suit is
brought in an action at law with no survivor taken
before. March 2d 2 Lev 188. 215. Thoms 405 Lev 300. Then
the right of action survives & after suspension
to account with 2d form available as suit 2044. 155.
113 Lev 444. Lev 188. 1 Lev 290. 1 East 700 2 B. R. 477. For
time but in 2d case in law must be in law
in right of a Test. Vol 445. Com. C. 1100. 2. 1102. 1078.

Co-ex are regarded not as one person since
they must all join in action even if some of them
have omitted to move or have refused before word
nary Vol 445. 41.5 41.2. 42. Com. C. 1100. 2. 1102. 1078
in Com. C. 1100. 2. 1102. 1078. 1 Lev 15. 1100. 2. 1102. 1078
1100. 2. 1102. 1078. 1 Lev 15. 1100. 2. 1102. 1078
of an ex 2 name name not a binding action as
to suit 2d Vol 445. 41.2. 42. 257. 400. 402. 403. 404. 405.
An ex 2 de son 6th can maintain no action and
as a general rule 447. 380. 1 B. R. 50. 2. 1102. 1078.
An adm 2 may maintain action in some cases
when ex 2 may do it Vol 445. Com. C. 1100. 2. 1102. 1078.
250

2. In equity

131
co-acc 2 like co-ex 2 must all join in action
but in right of a jointer Vol 408 Com. C. 1100. 2. 1102. 1078
Com. C. 1100. 2. 1102. 1078. The 2d re represents a Test. as well
some of equity as law suit Vol 45. name of course entire
of in 2d of Com. C. 1100. 2. 1102. 1078. 1 Lev 15. 1100. 2. 1102. 1078
all the other parts in his 2d. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.



From a last provision it is manifest that the words "those who legally represent" &c. &c. in mention in a will cause mentioned are negative; & of no effect. Those words ought obviously to have followed the words "brothers & sisters of y^e half blood" in the third clause; & are I believe referred to those words, in a construction of y^e Stat.

Of y^e real estate (except such as y^e intestate acquired by descent, gift, or devise from his parent, ancestor or other kindred) — y^e widow has $\frac{1}{3}$ for life; & y^e residue, or (if there be no widow) y^e whole; after payment of debts & charges — is to be distributed in y^e same manner as y^e personal

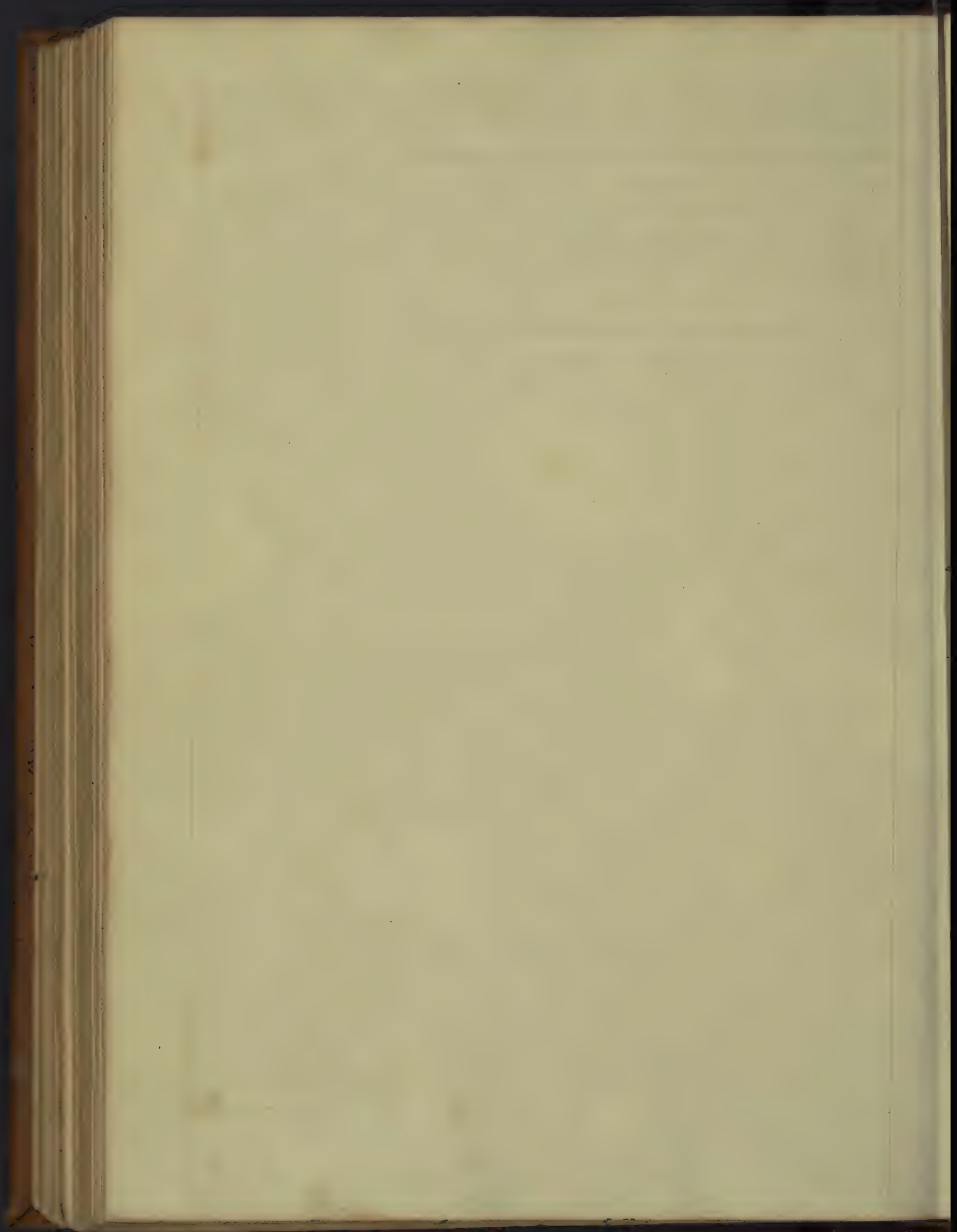
But such of y^e intestate's real estate as he acquired by descent, gift, or devise from his parent ancestor or other kindred" in default of children & y^e residue goes subject to debts, debts be as in y^e last case)
1st To such of y^e brothers & sisters of y^e intestate & y^e next of kin whether of y^e whole or of y^e half blood, as are of y^e blood of y^e ancestor, or inclusive from whom it descended, or by whom it was given or derived to y^e intestate. So y^e brothers be of y^e half blood, as y^e case may be will take as well as those of y^e whole blood

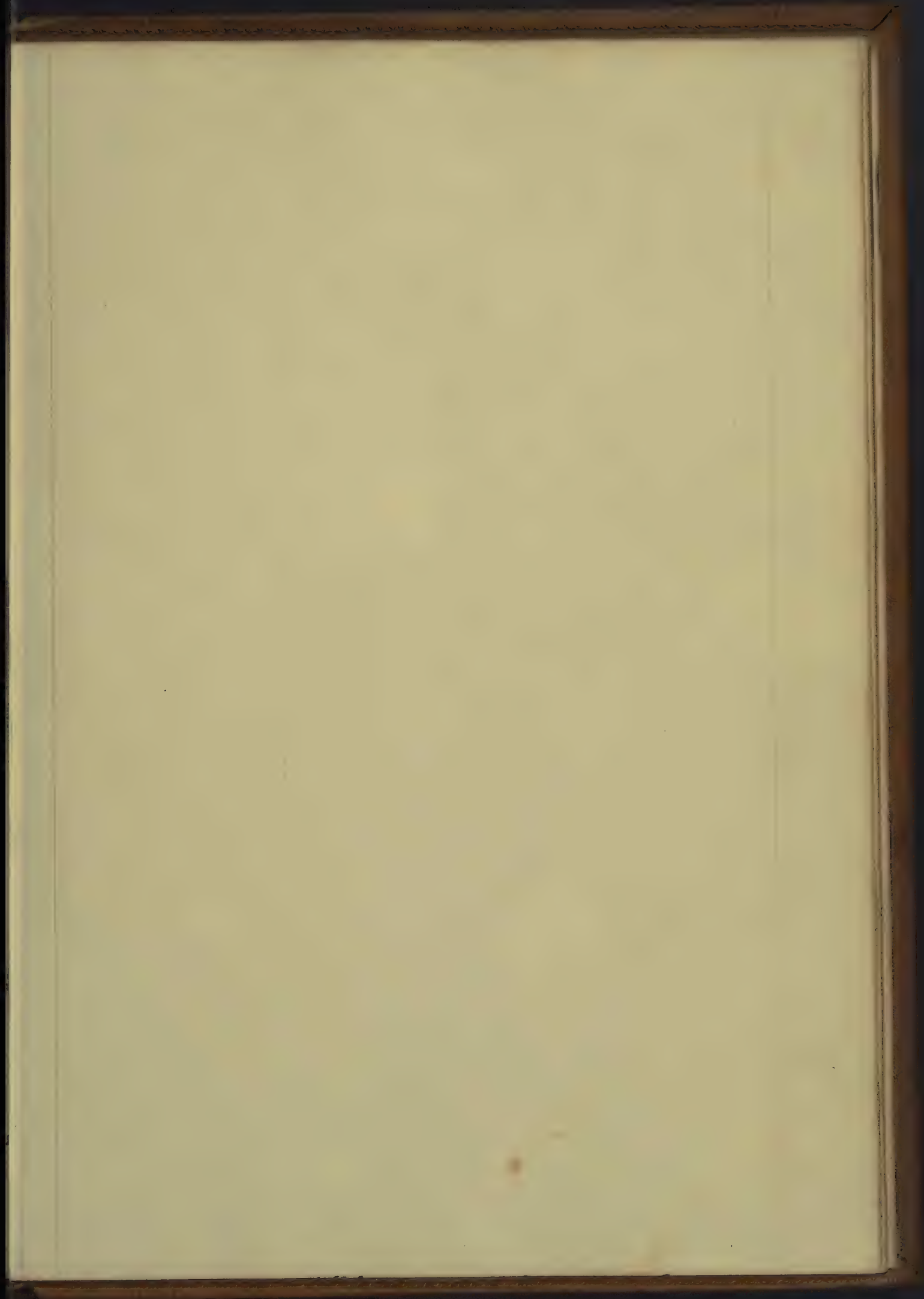
2. If no such brothers be nor y^e next of kin; to y^e children (or y^e next of kin) of such ancestor be

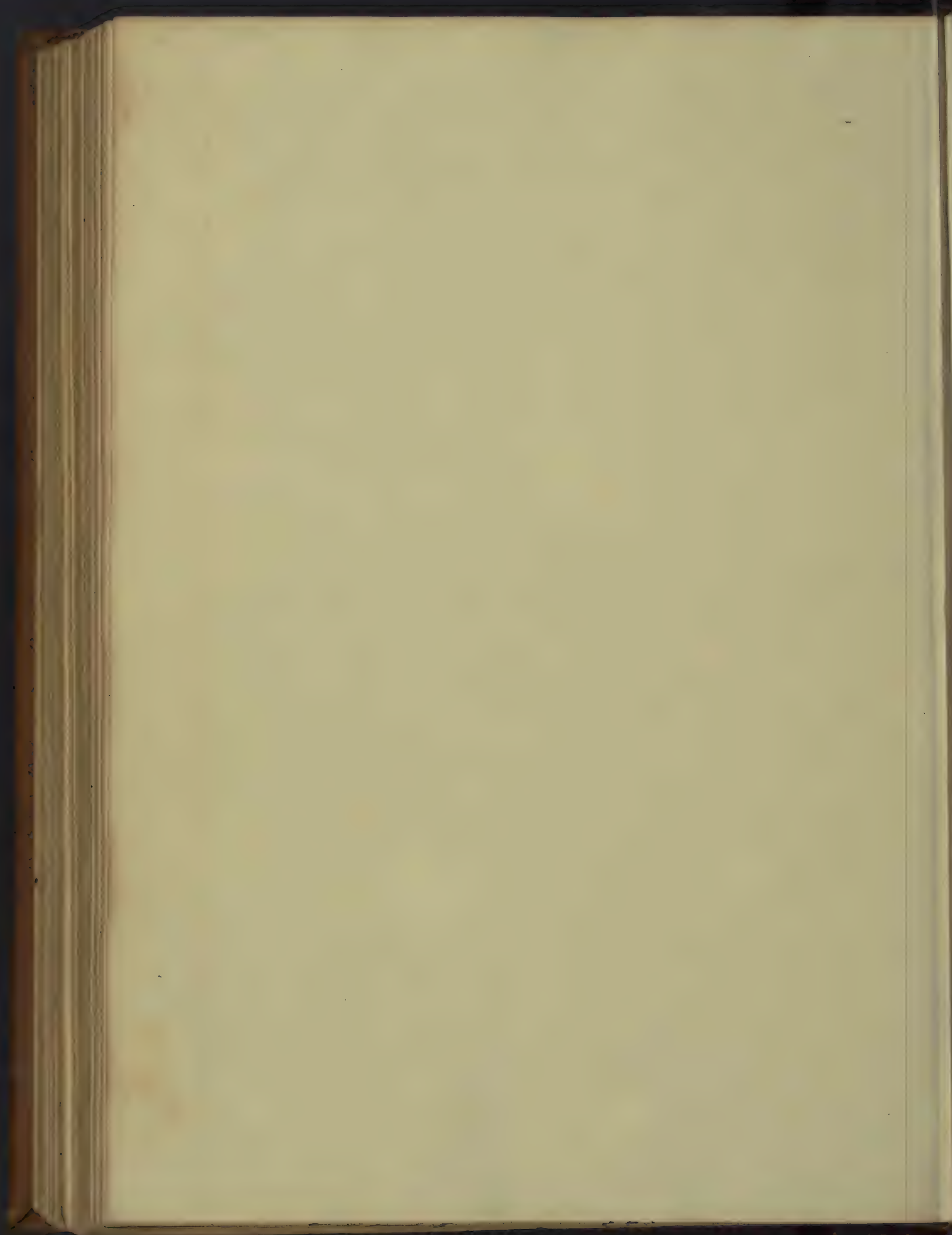
3. If none such to the brothers & sisters of such ancestor be. Will those of half blood to such ancestor take with those of whole?

4. If none such it is to be distributed like the personalty by other real estate to the next of kin to the intestate

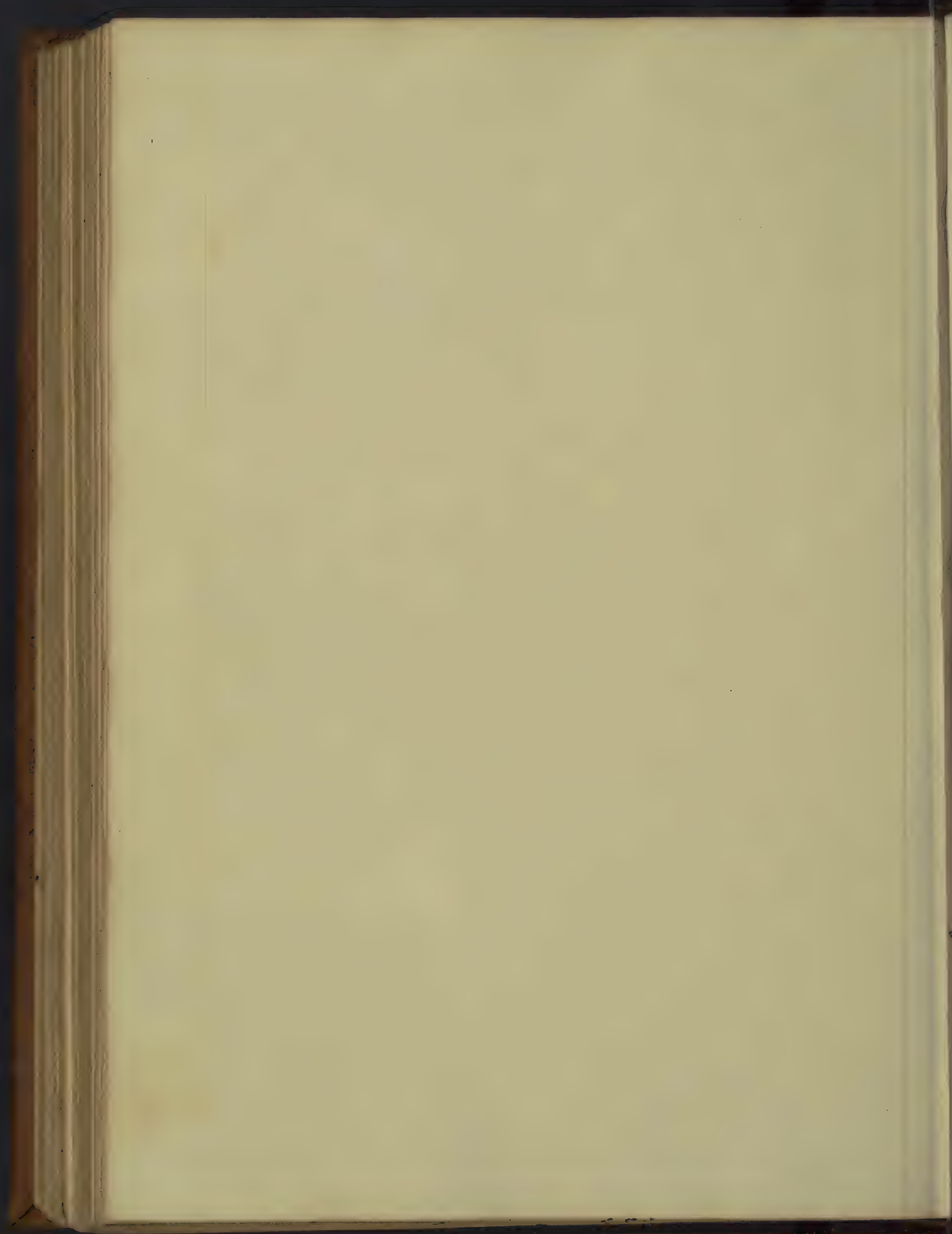
The rules of construction upon our statute are the same, as those under the English Statute to which we refer



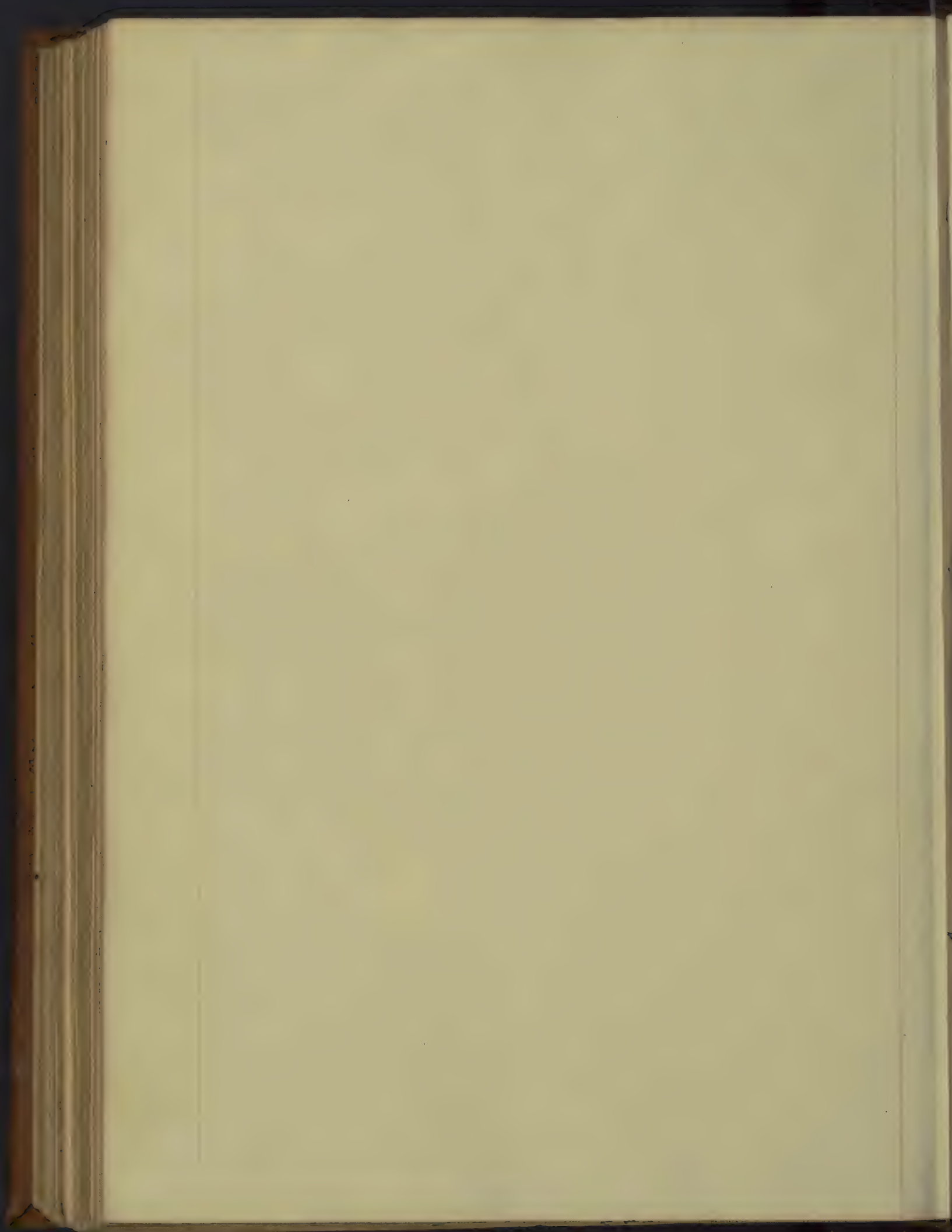


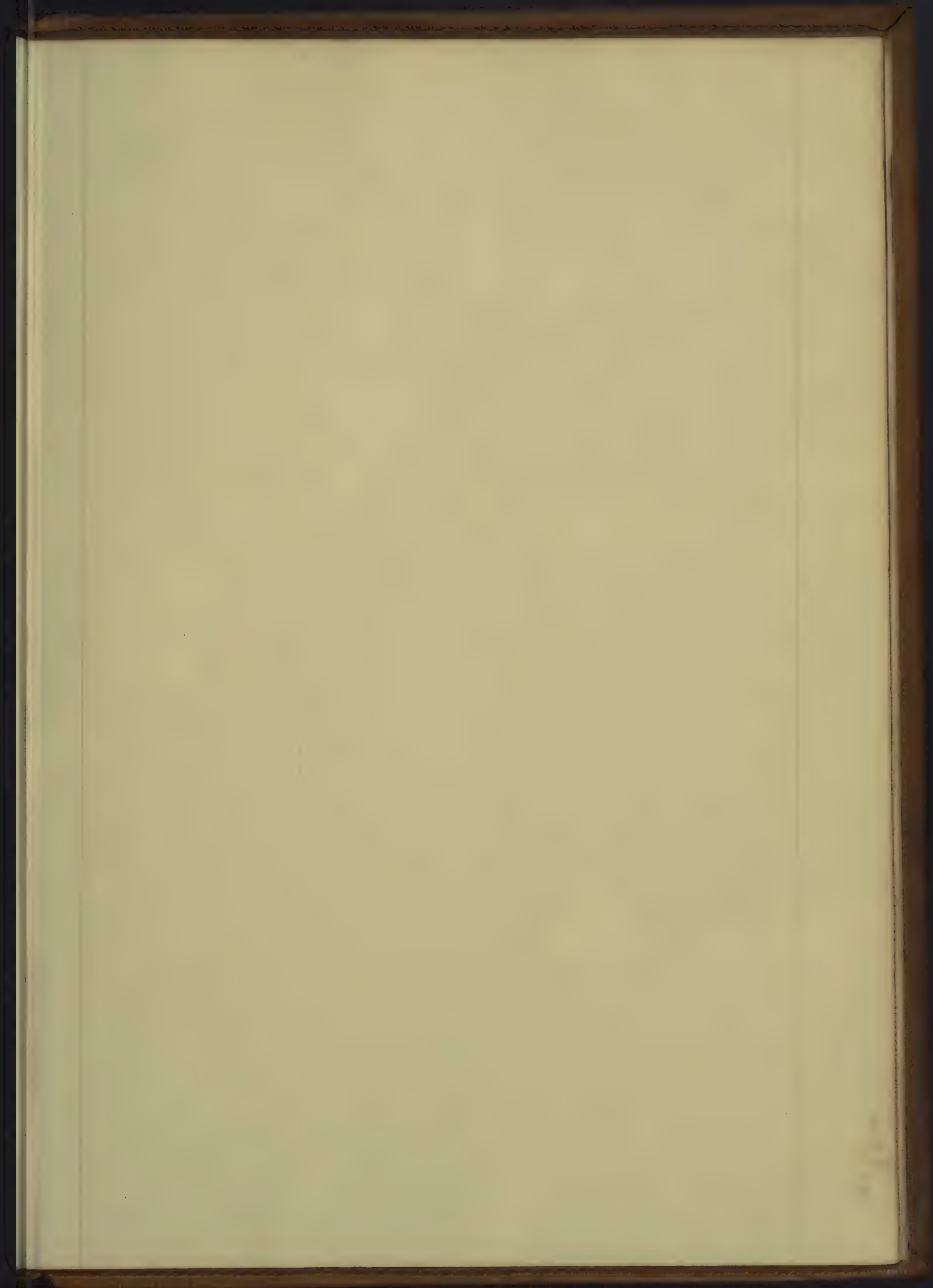


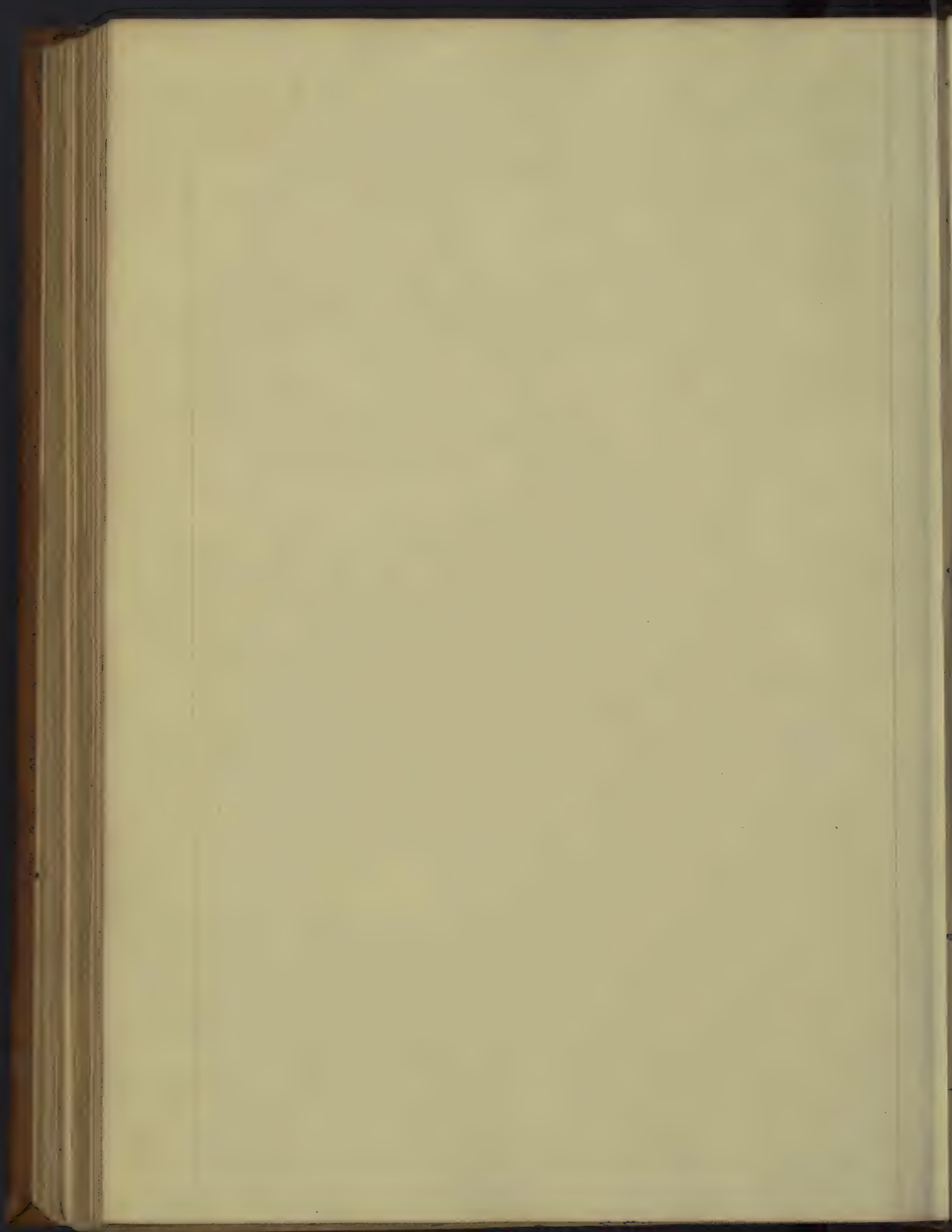


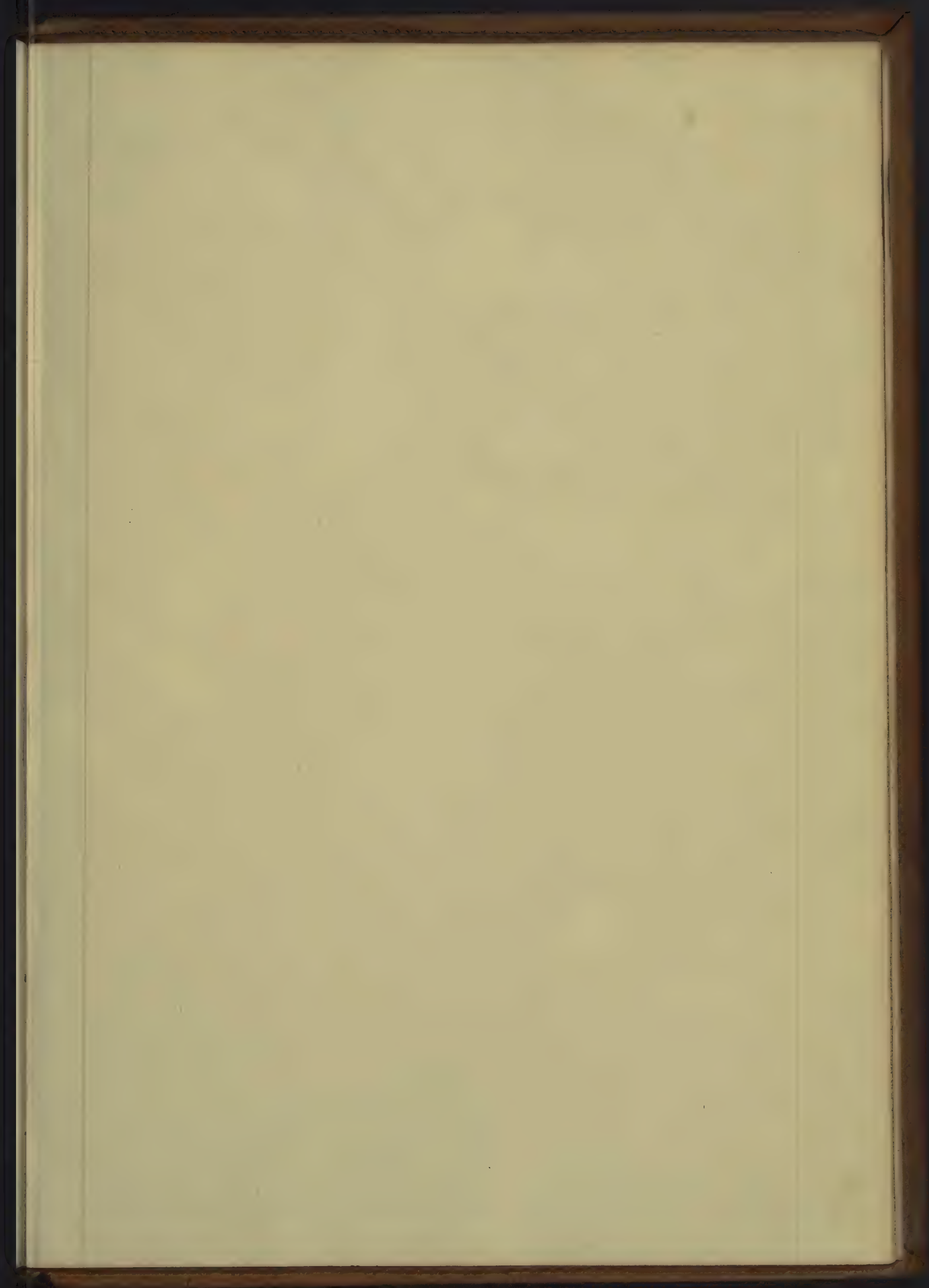


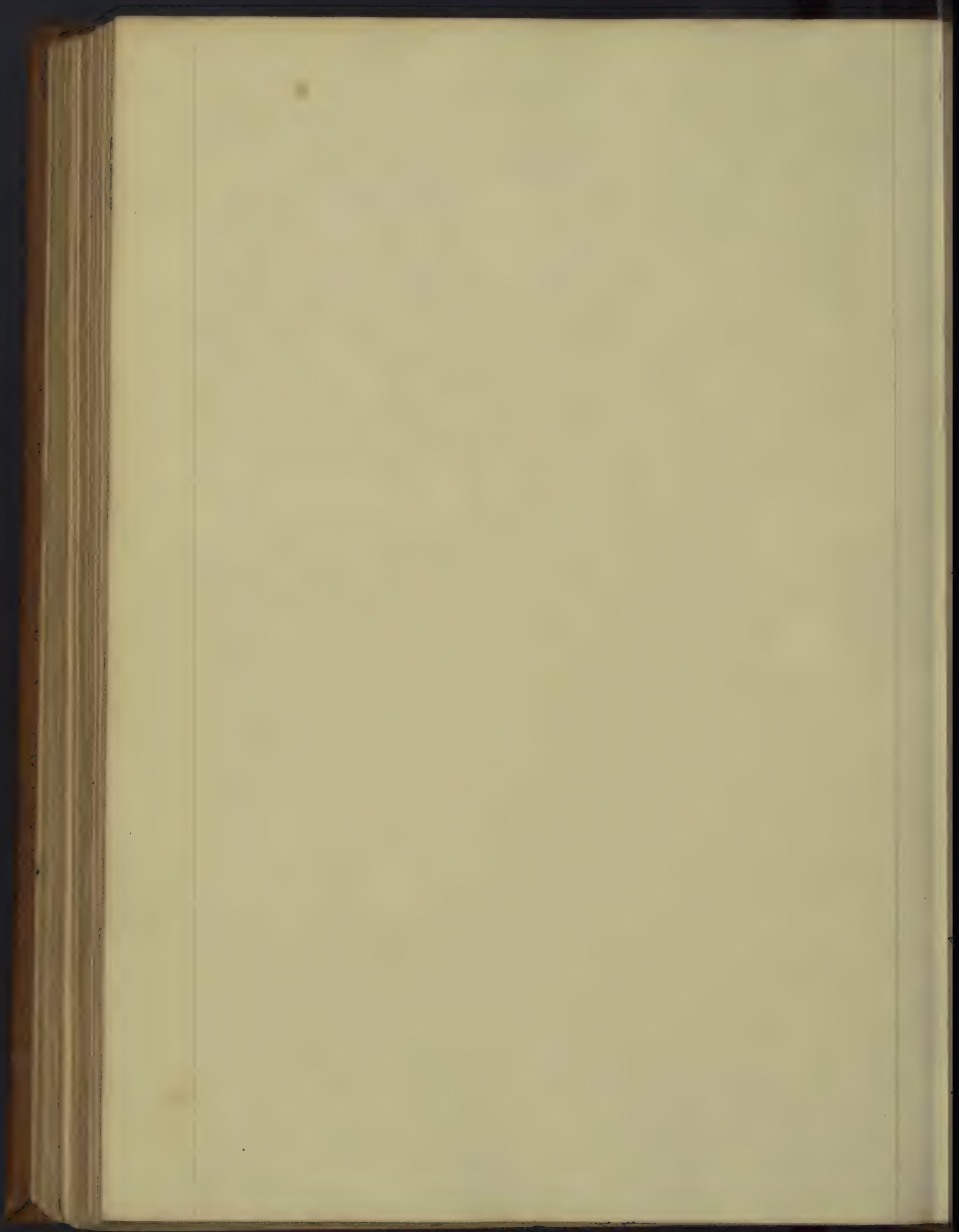




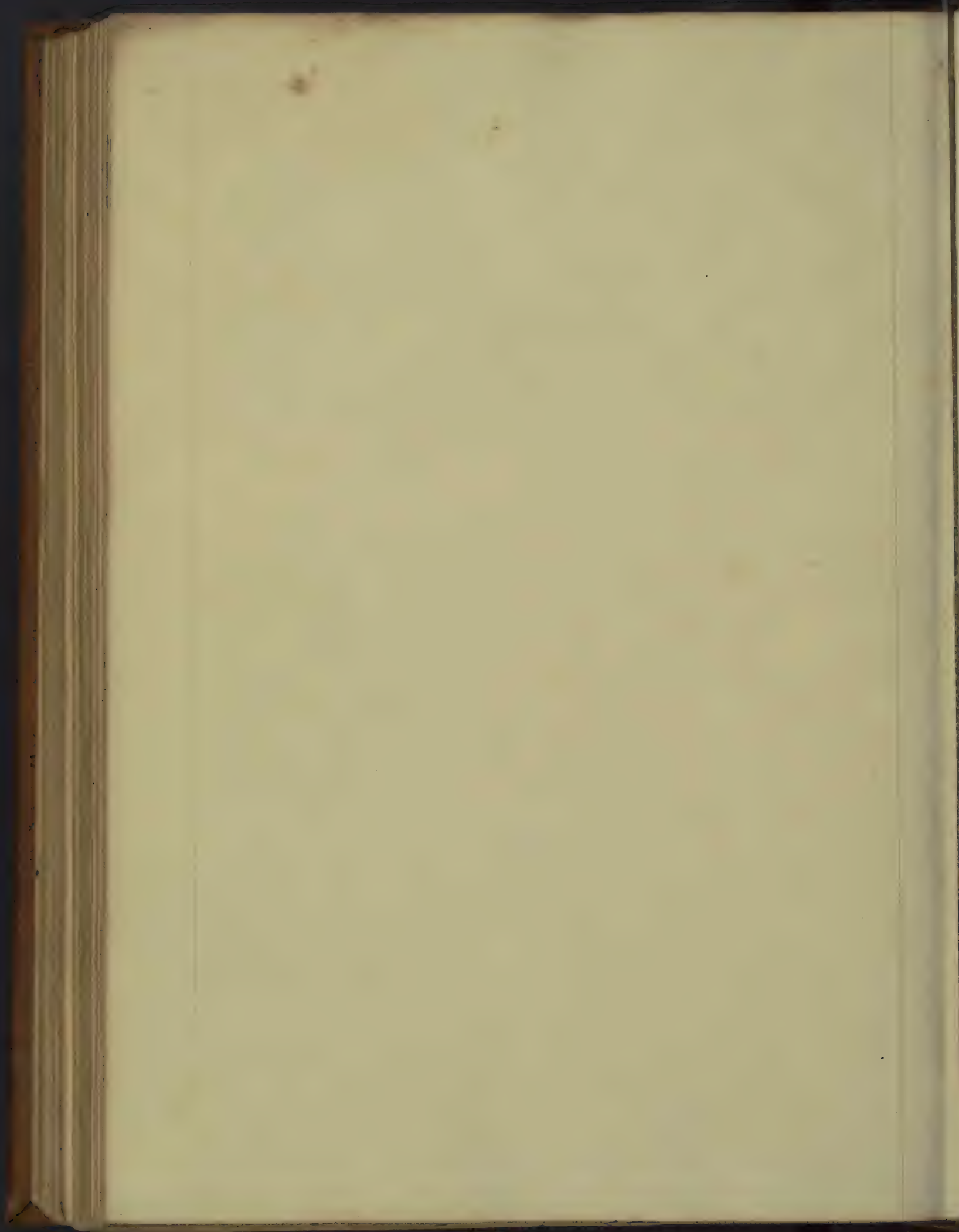


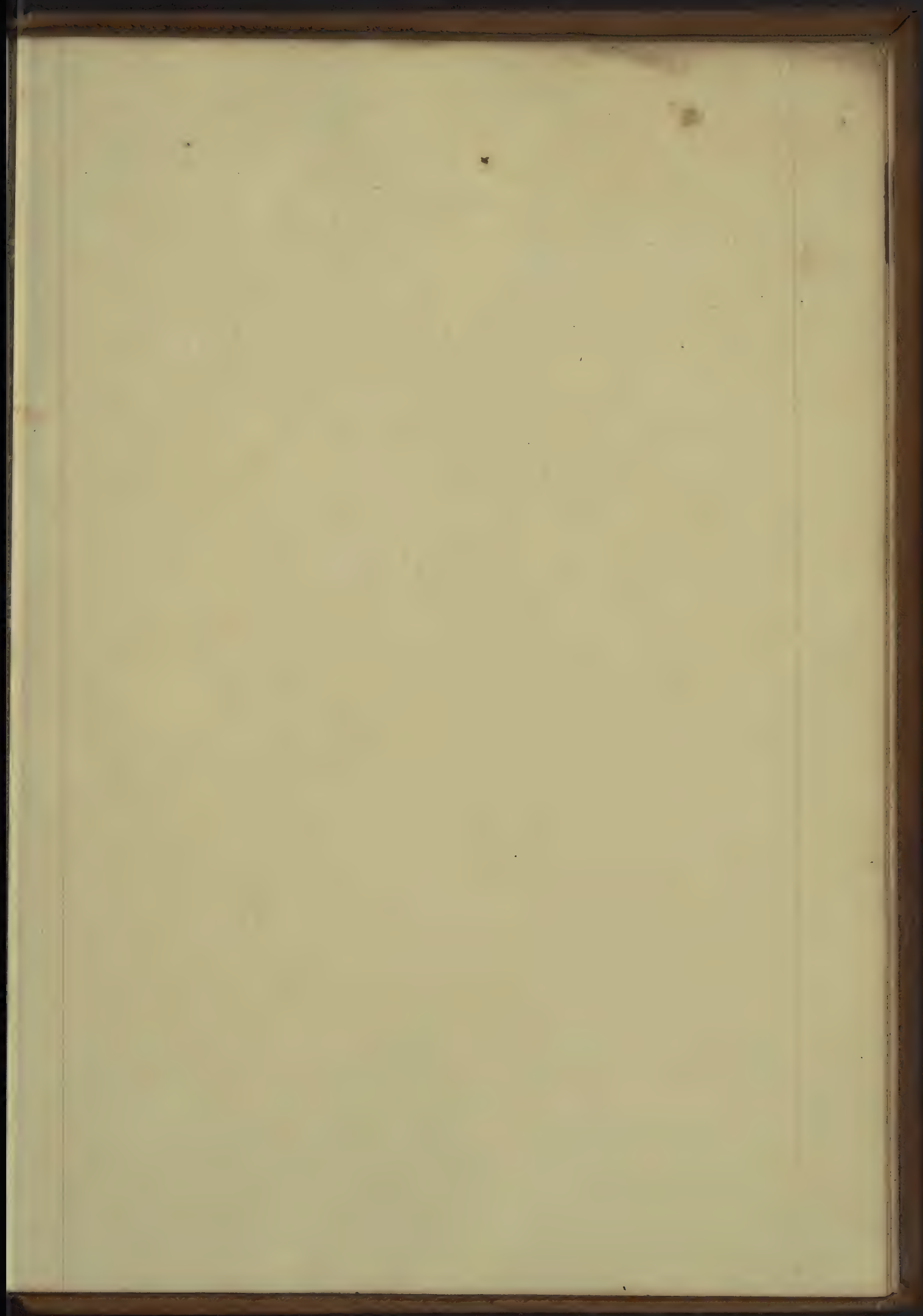


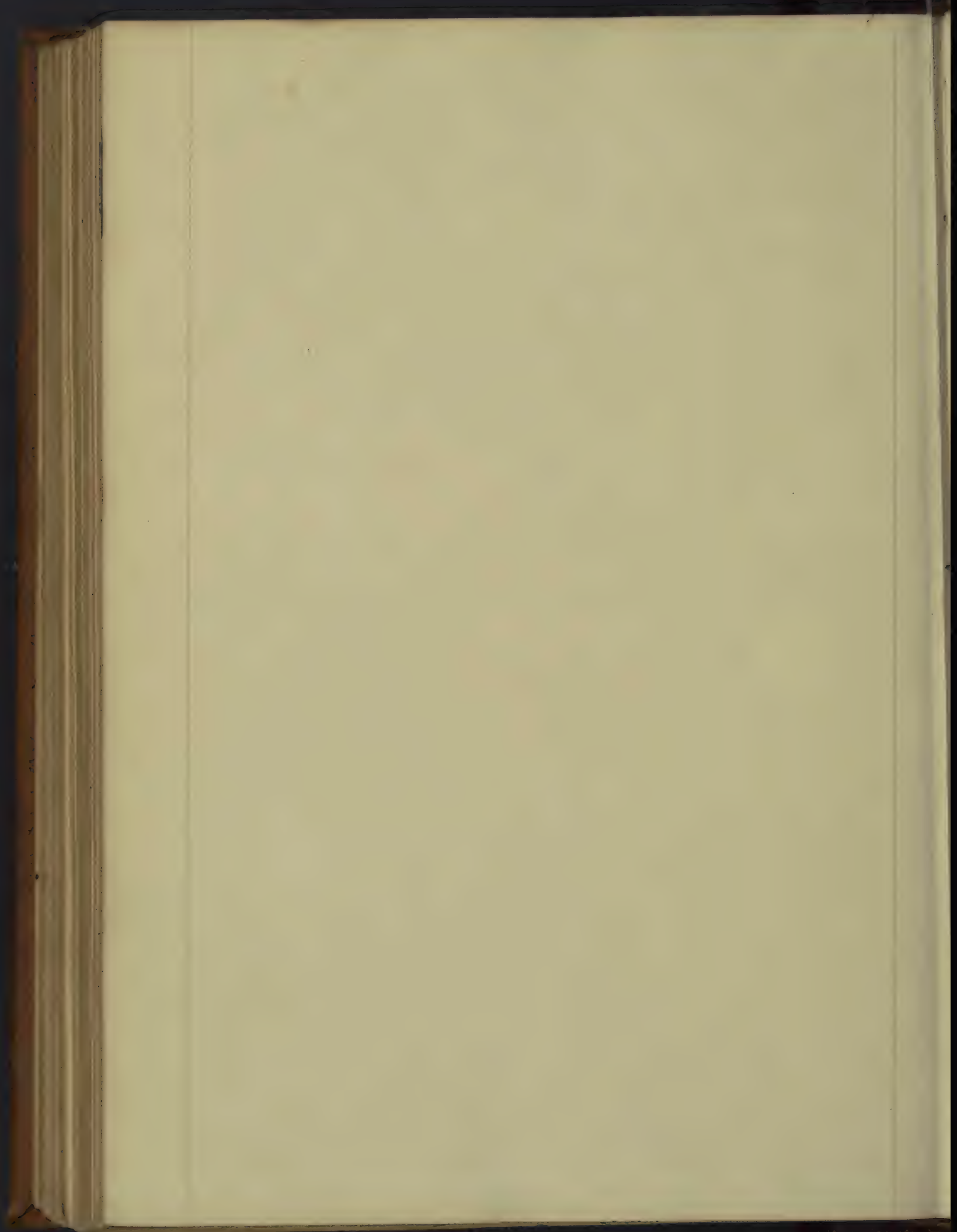


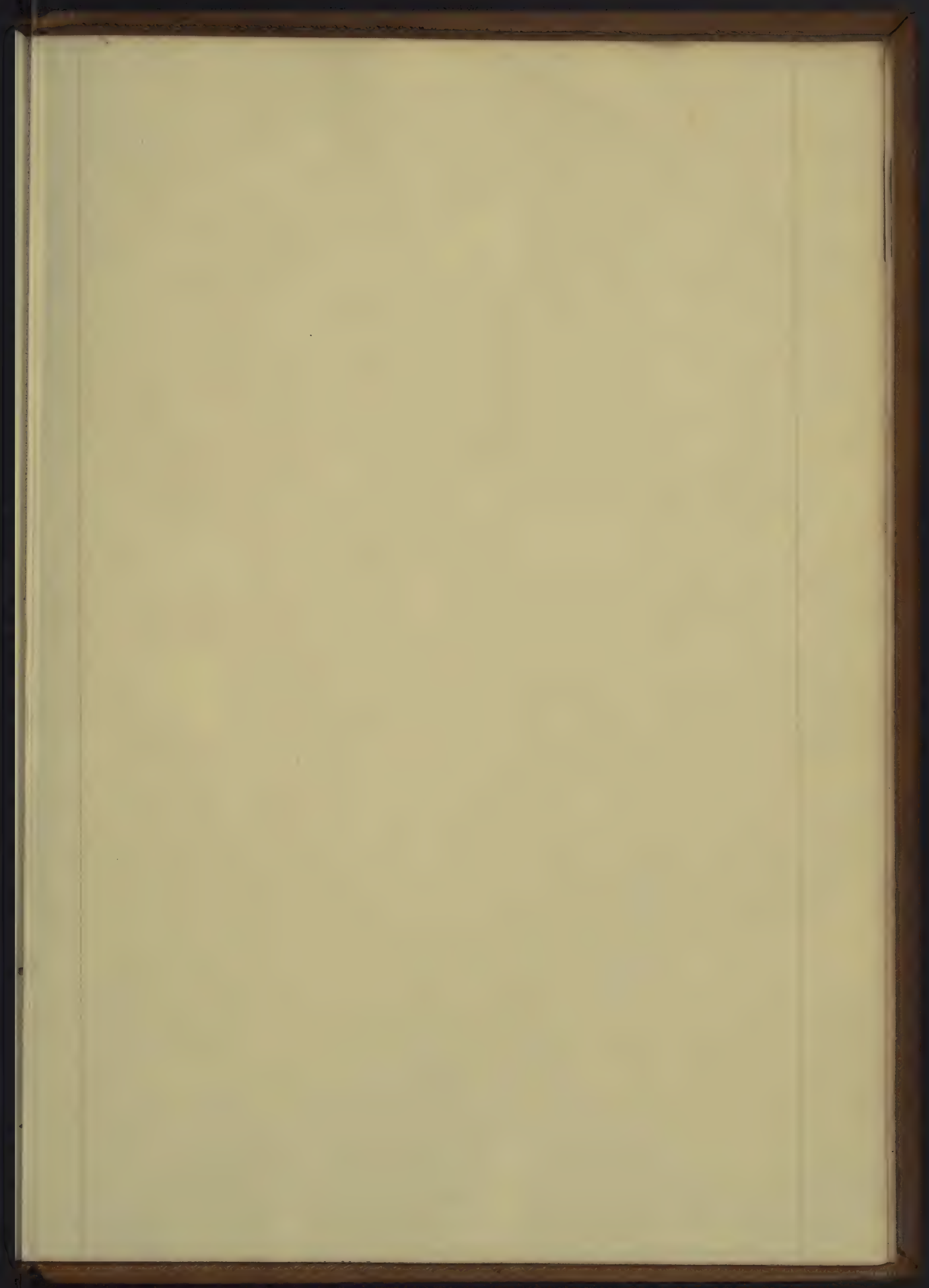


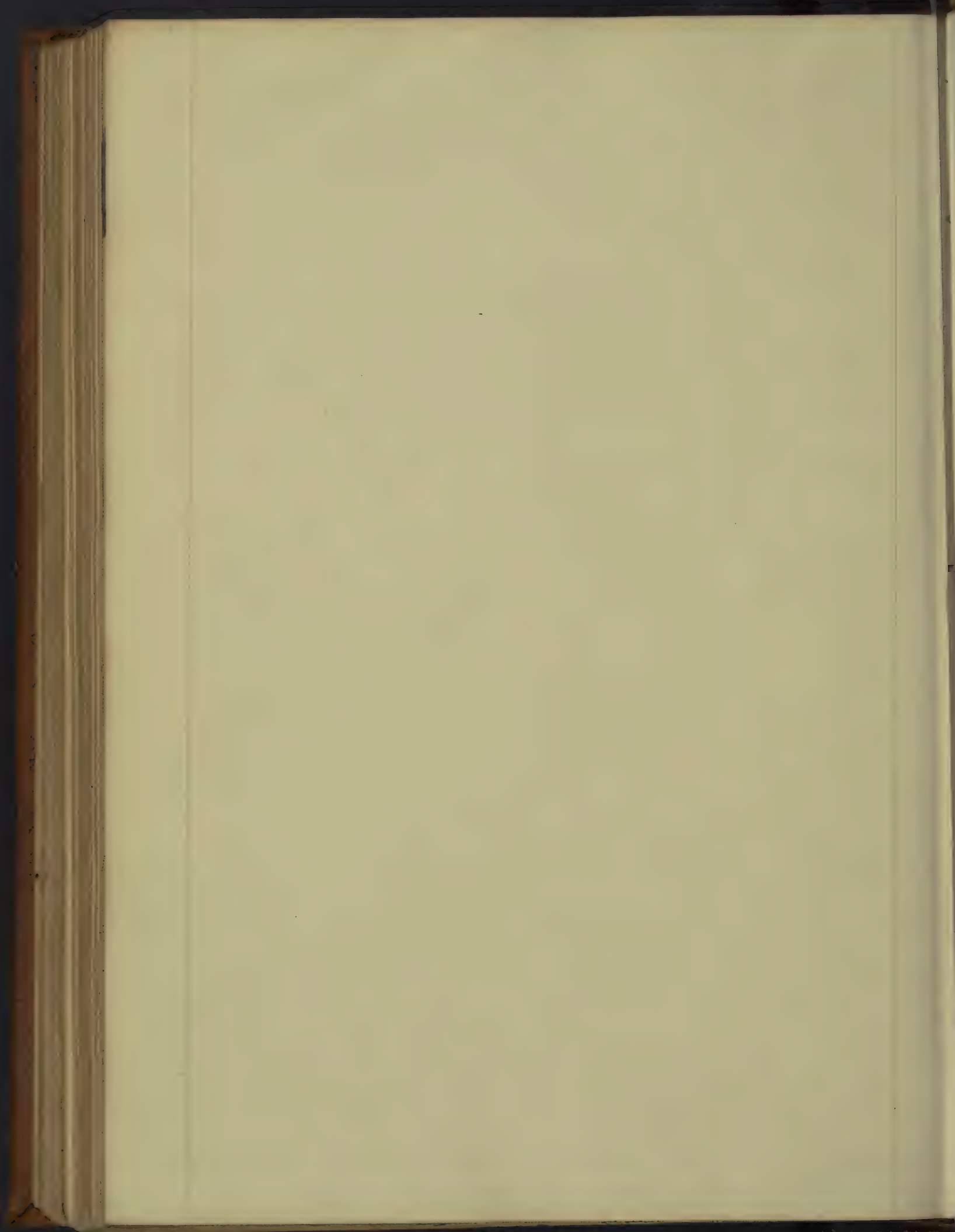


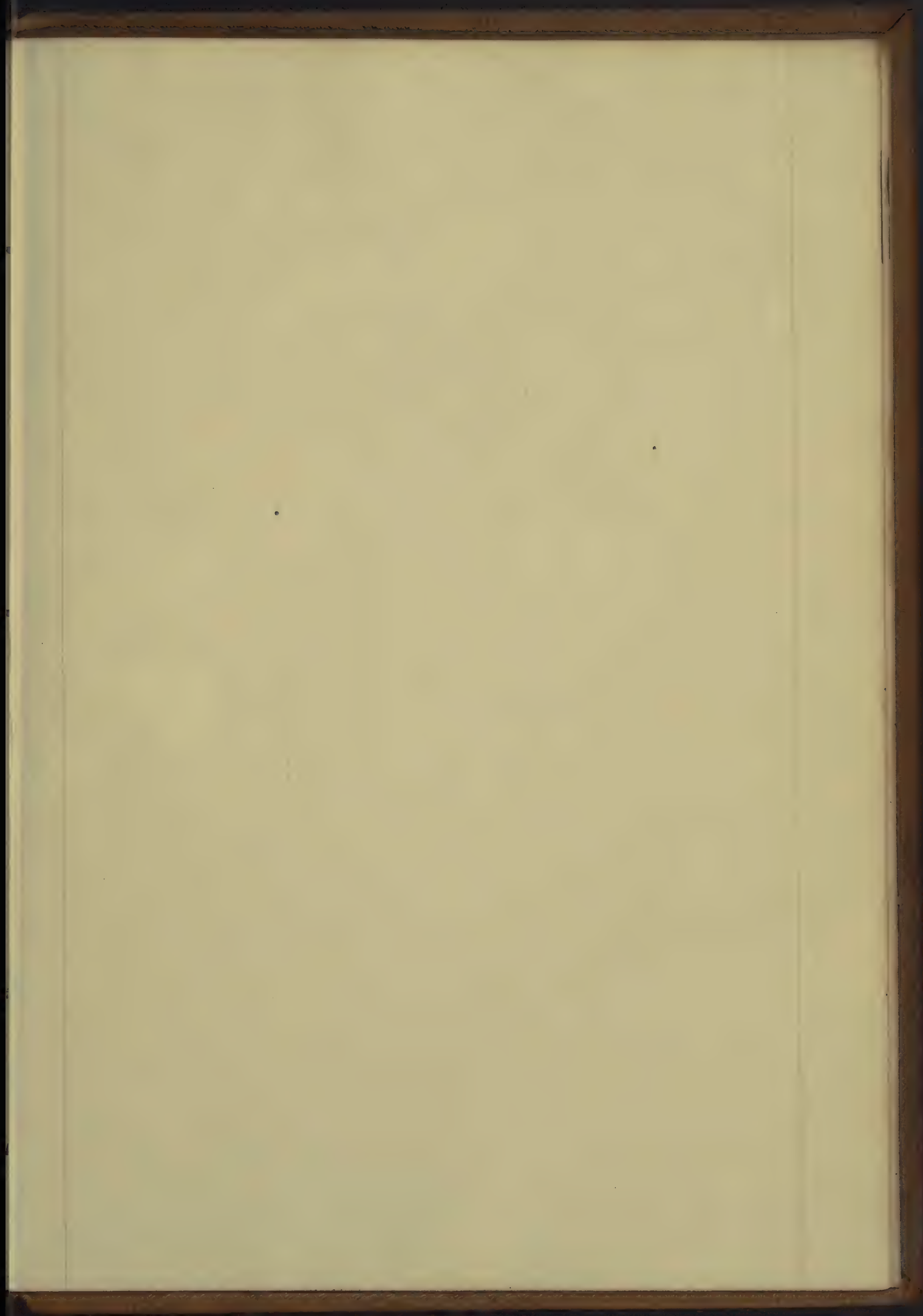


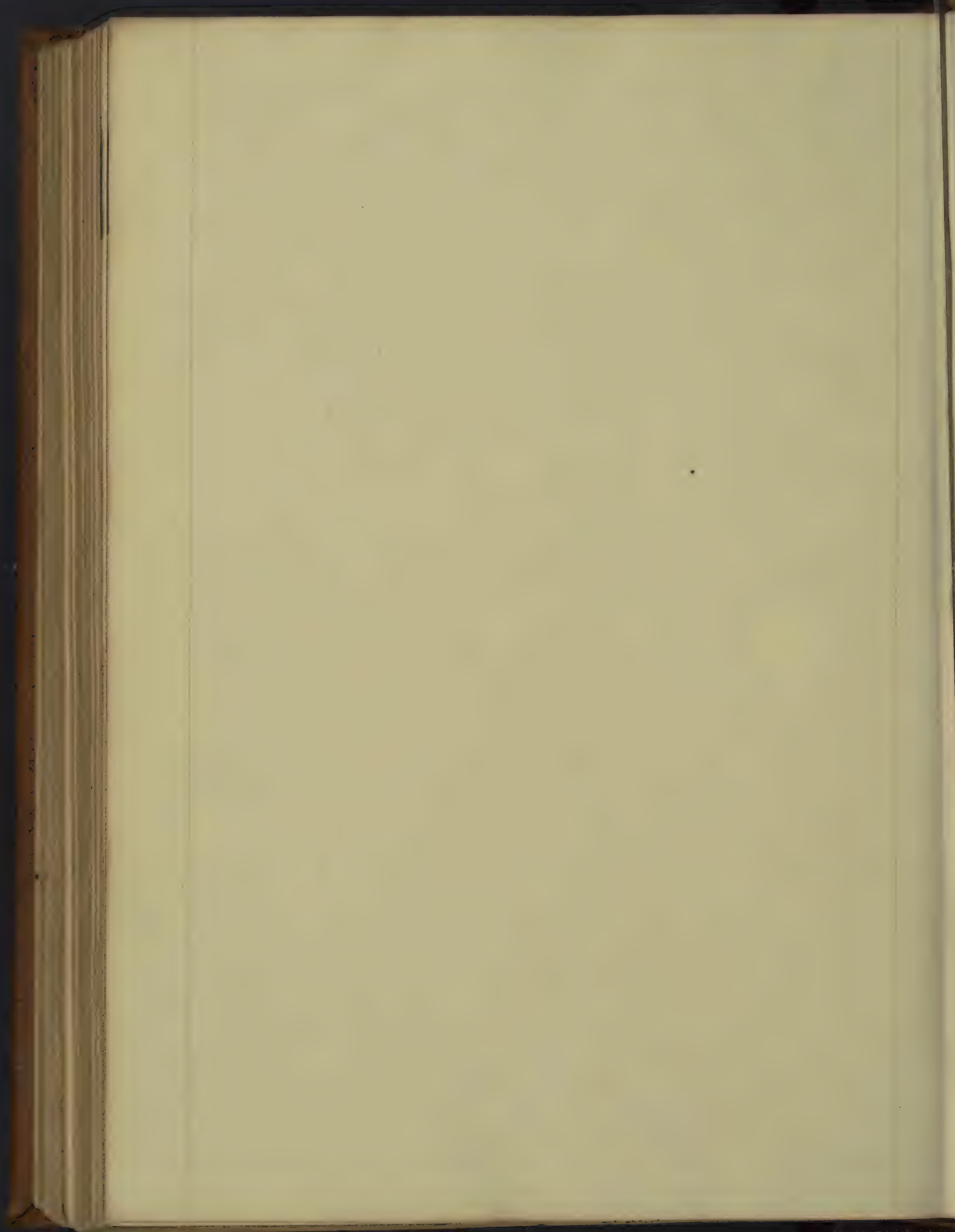


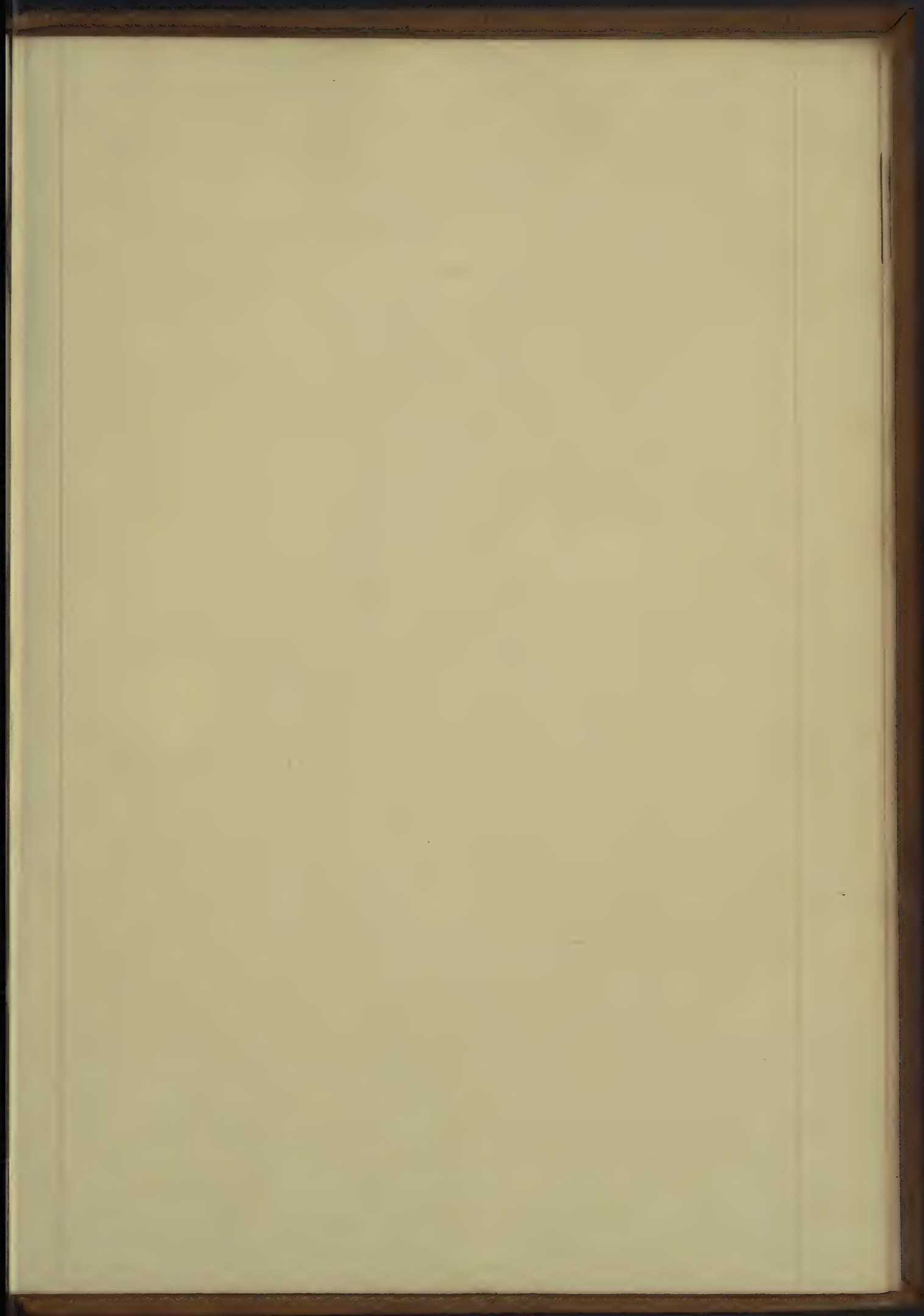


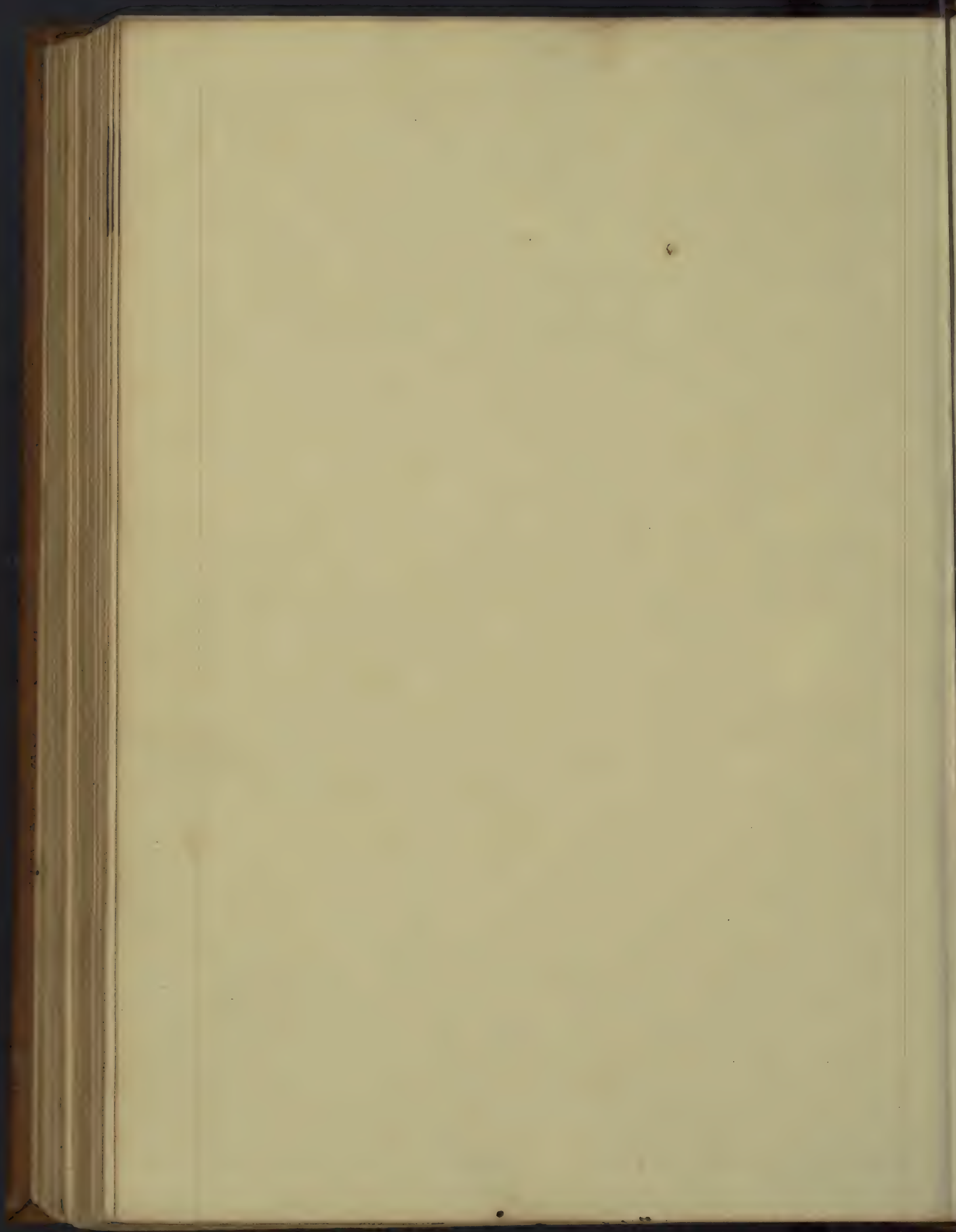


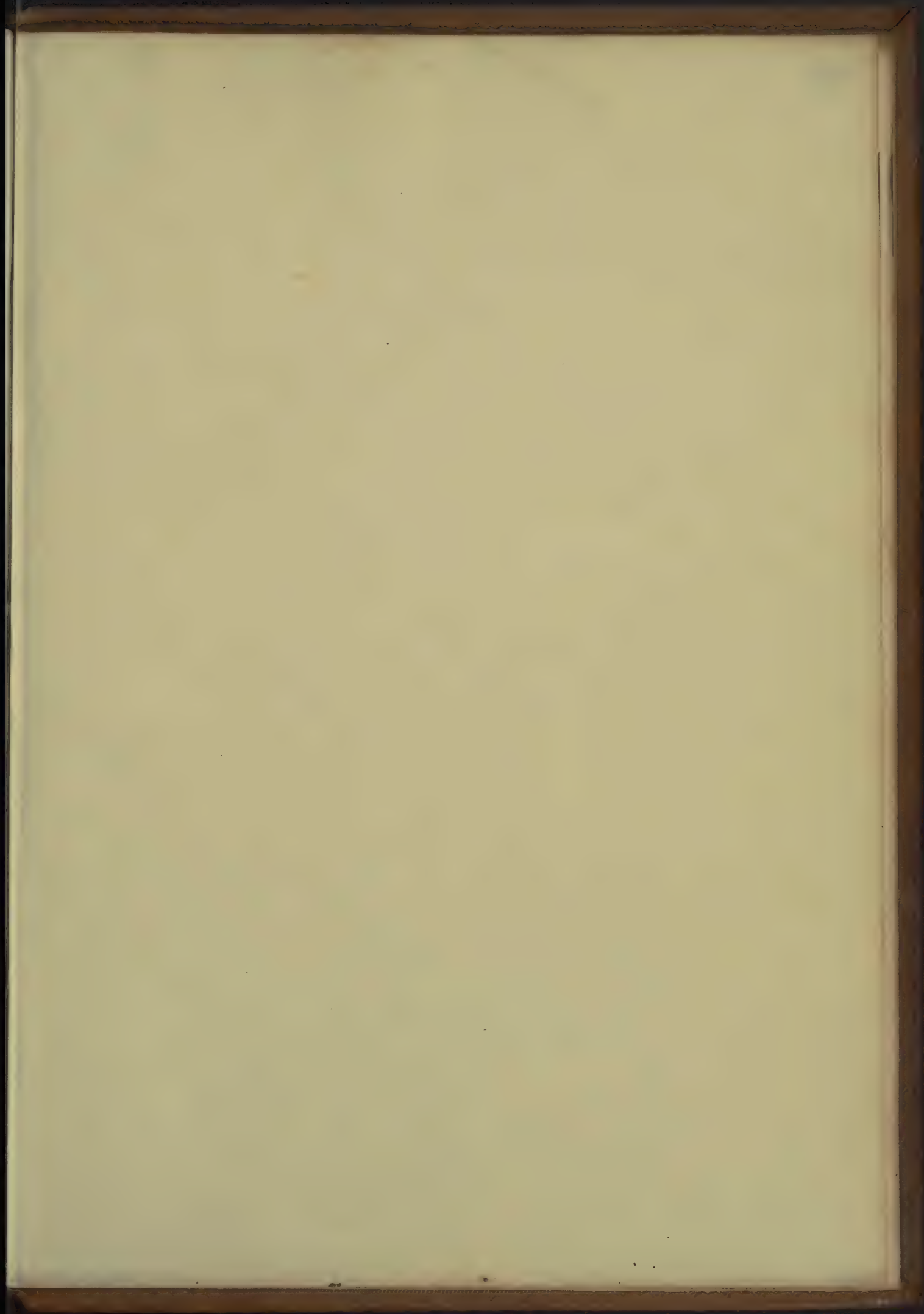


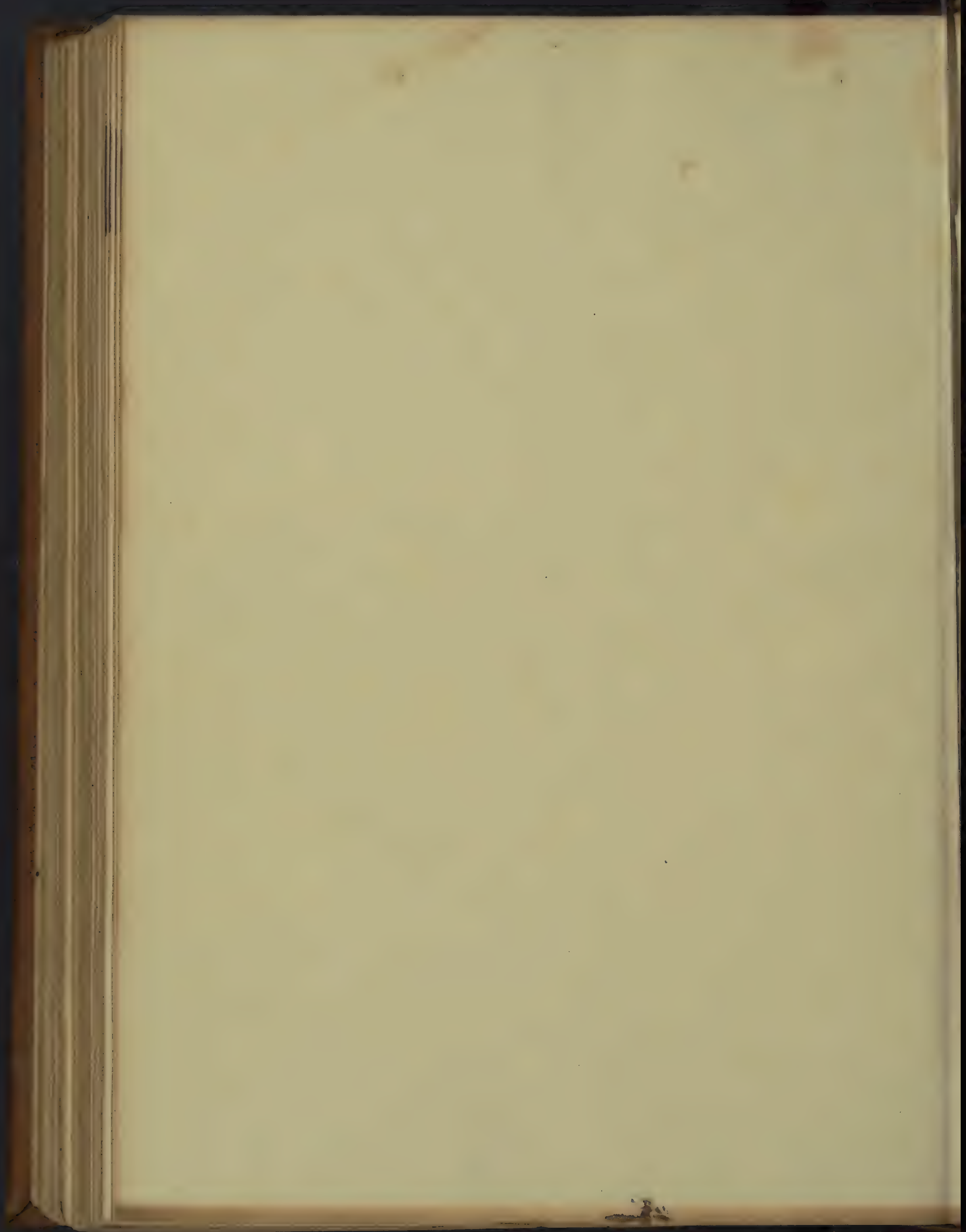


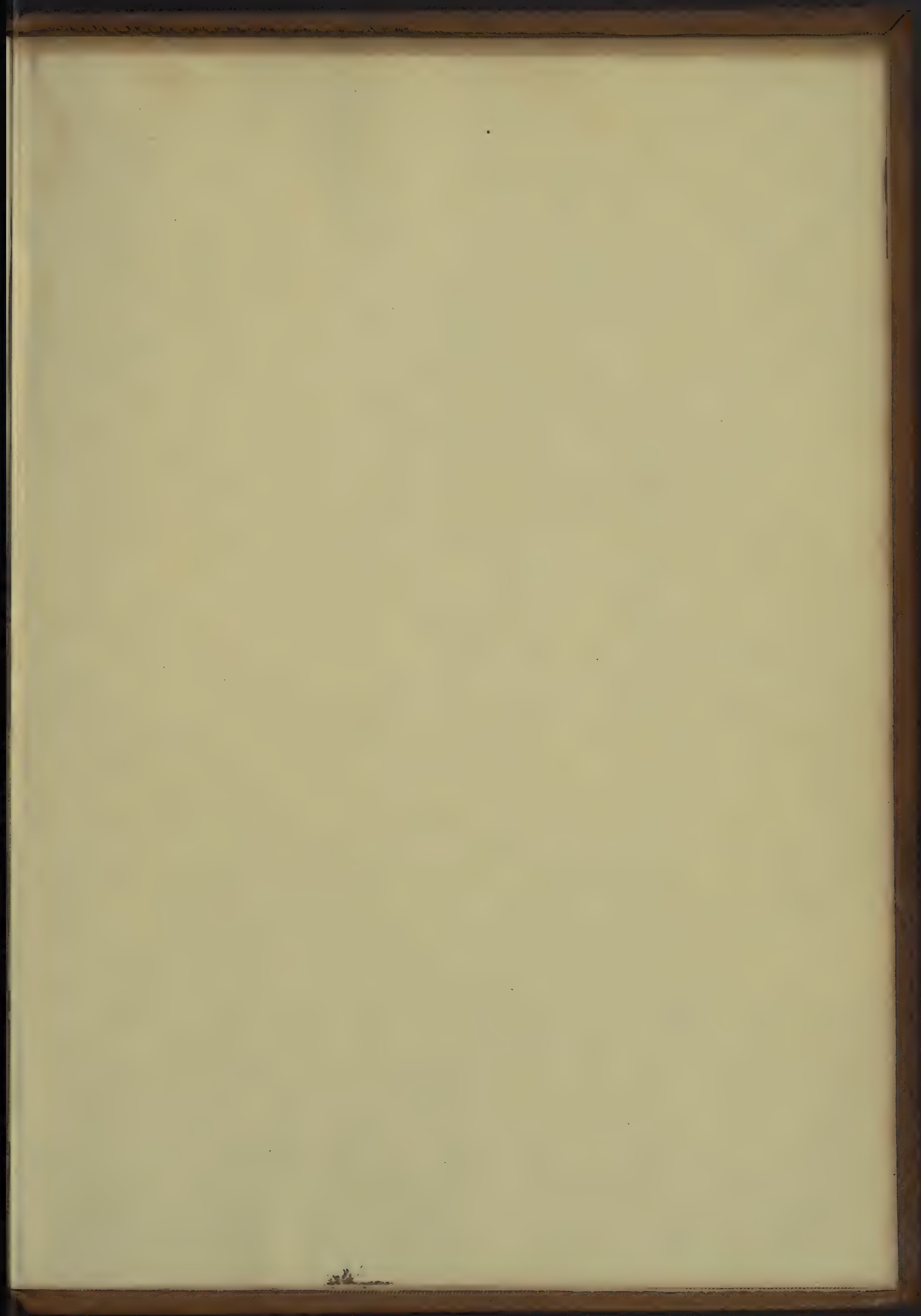


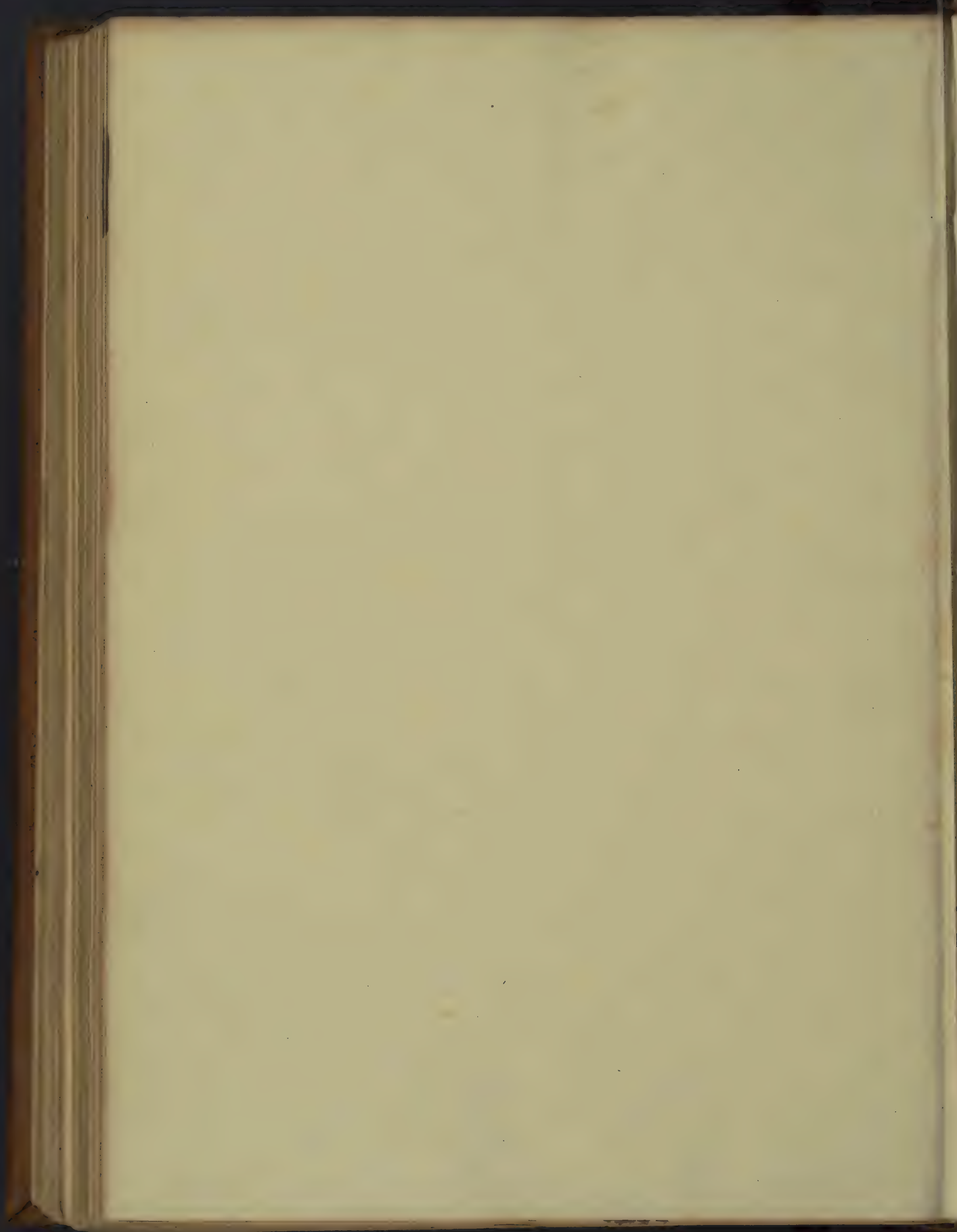




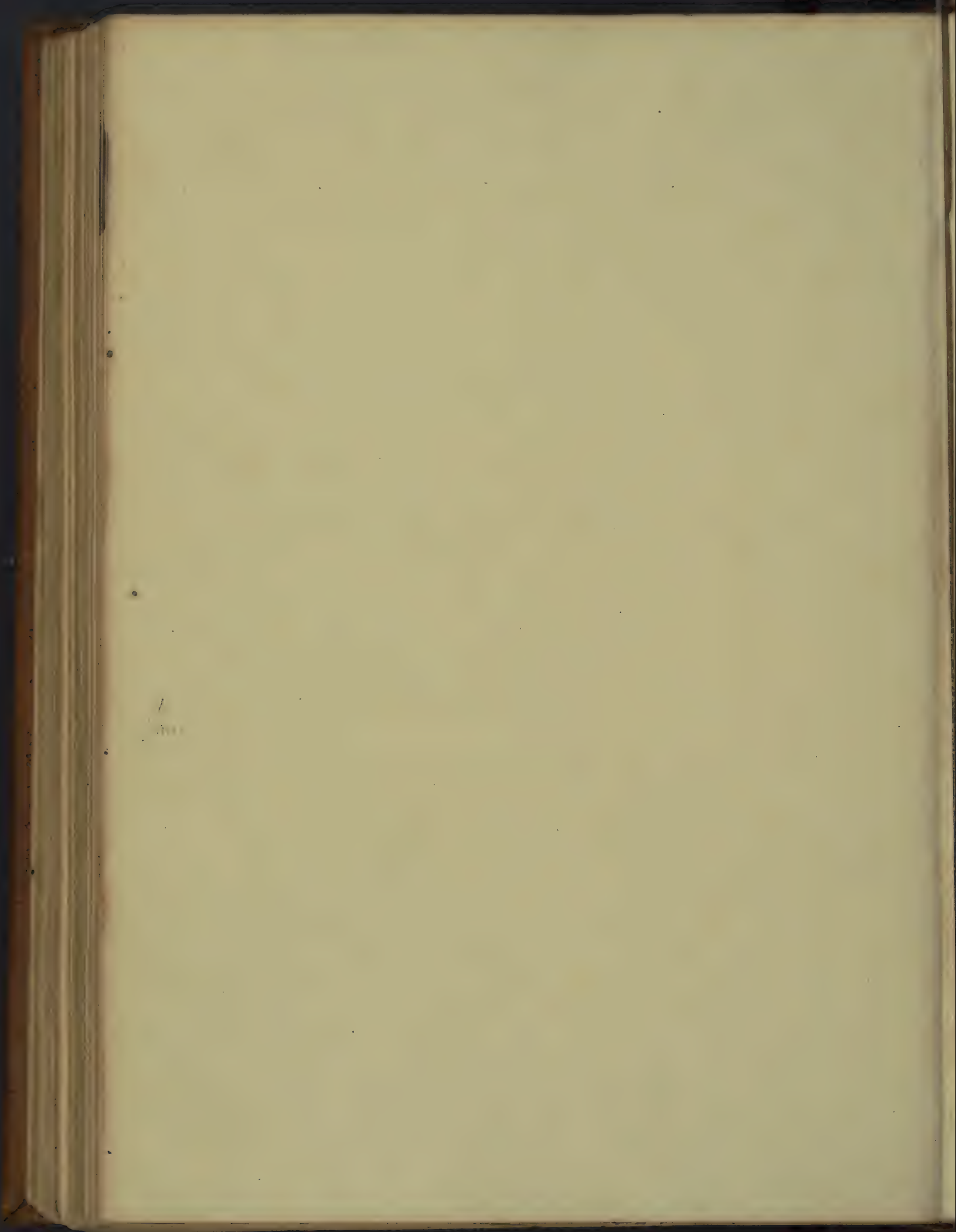


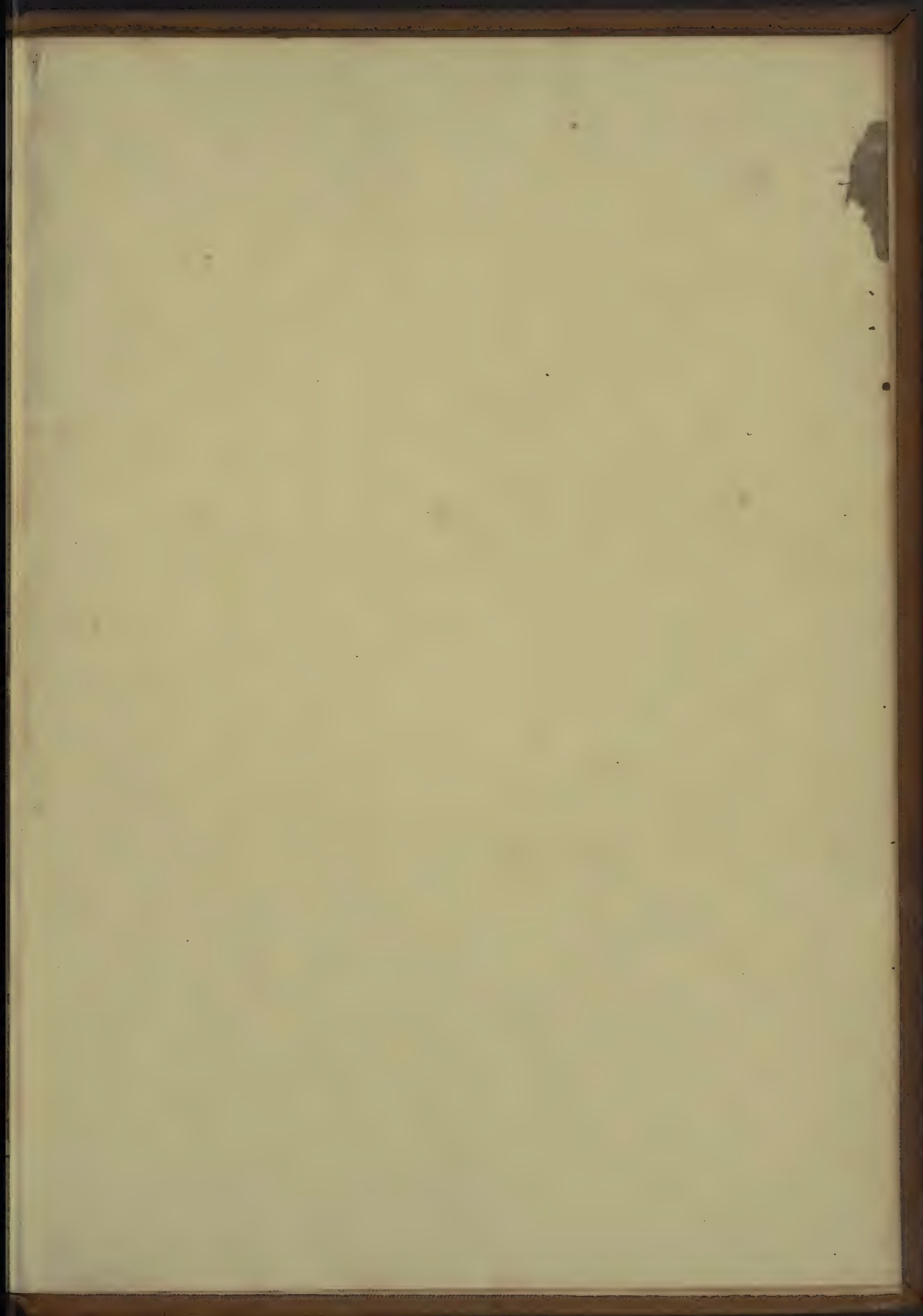


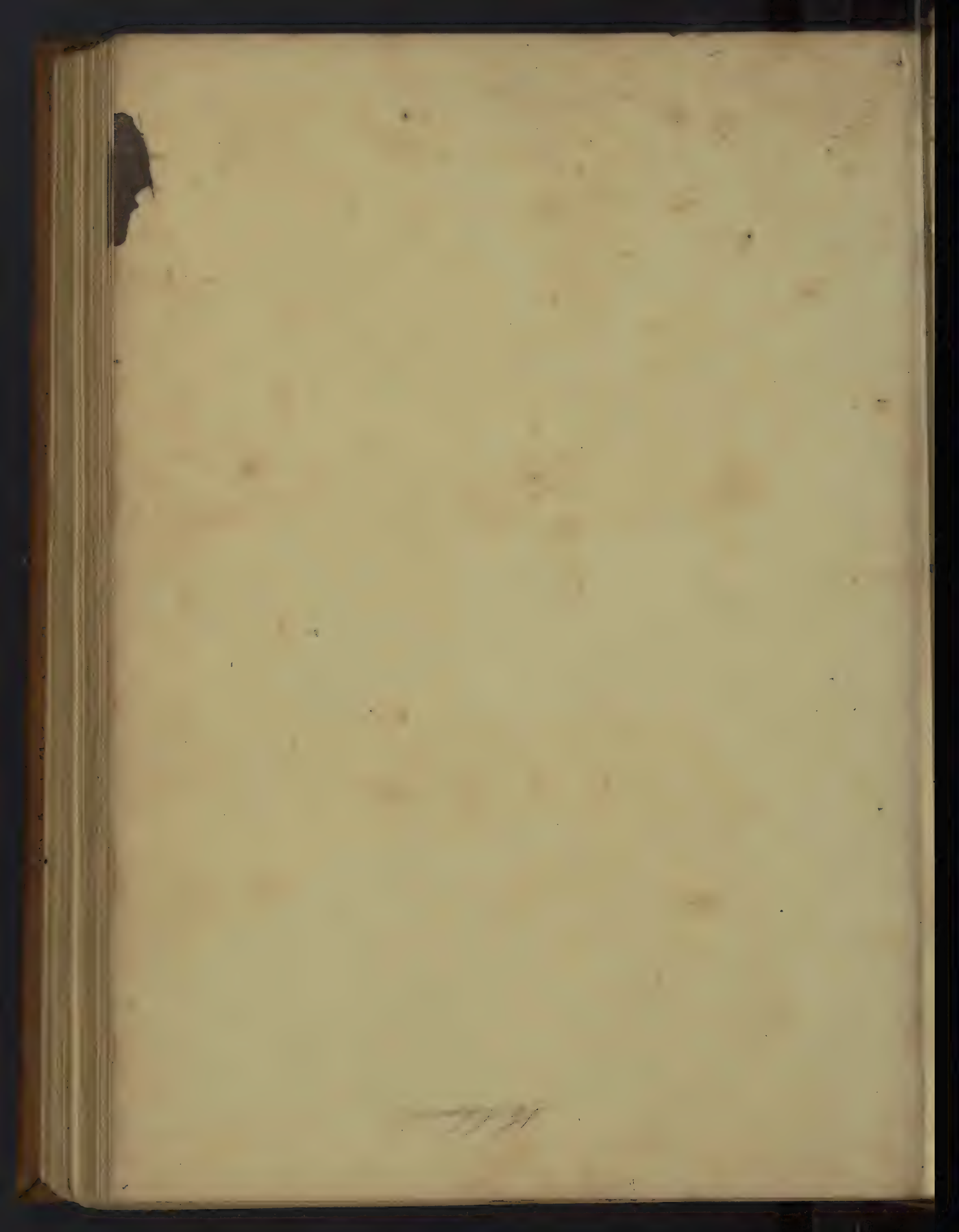




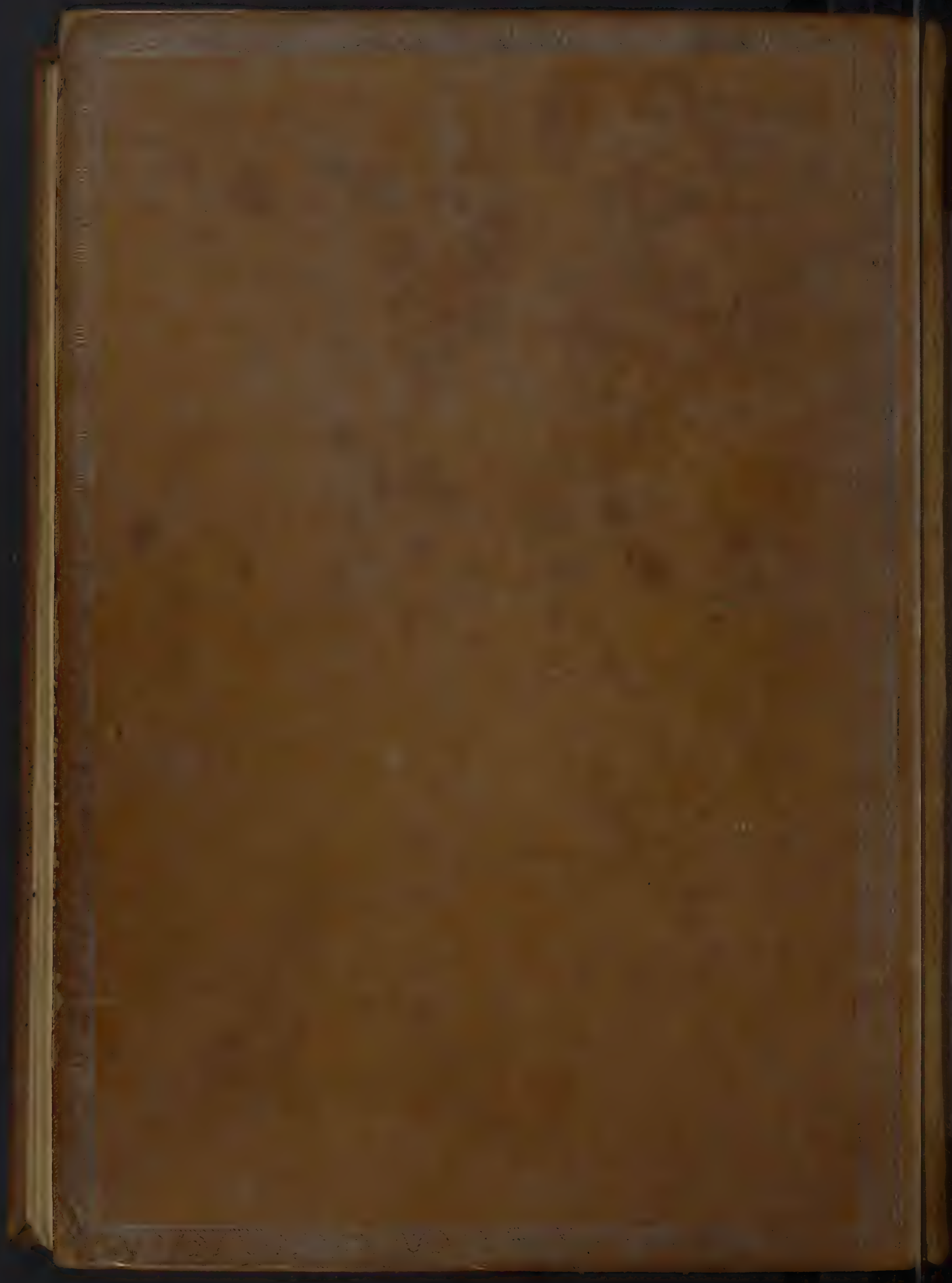












GOLD'S

LECTURES

VOL. 2.

CHAS. J. WOOLBERT

if rent issue out of land a mortgagee cannot
 tender a sum less than the amount due: but he may con-
 sidered as not due unless the land tender to a person is
 not indispensable. See *Per. L. 20* and *L. 25*. But
 as the mortgagee is bound to tender, need not be tendered
 to a person - say by tender would enquire of a person at
 what place a tender at a place named by a letter is
 good *L. 20*. See *Per. L. 27*. For if a creditor in such case
 should tender to a person named by a letter by a letter
 to name a place &c. concludes from a letter to the duty (if may)
 at a reasonable time & place.

Time

Tender after action not good at L. no defence for it
 goes only in favour of the debtor & not in discharge
 of debt. A tender after action not good at L.
Per. L. 25 & *Per. L. 27*. See *L. 20* & *L. 25*. But a tender
 made before action is a defence to a claim where a time
 of performance is fixed in contract. Every tender must then
 be made on time. But in the case of debt & costs after
 judgment a tender on time is not a defence at L. a tender
 of debt & costs remains a debt & costs in court.

Time in the case of tender is not a defence to a claim
 of a tender but a defence to a claim of a debt after a time
 of its making may be proved to give effect to a tender. See
Per. L. 25 & *Per. L. 27*. See *L. 20* & *L. 25*. But a tender
 made before action is a defence to a claim where a time
 of performance is fixed in contract. Every tender must then
 be made on time. But in the case of debt & costs after
 judgment a tender on time is not a defence at L. a tender
 of debt & costs remains a debt & costs in court.

Assessit

It is further to be stated that at any earlier period of time named a good index map can be made & money is required in order to make it such a place where more or more of meetings at place on one or more other within period limited 5000 Ton. L.G. 1850 & 1850 11 100 4 8 1092 & 170 Ton. L.G. 1850 9 The rule is established for convenience of both parties & neither of them may be obliged to give a notice unless it is necessary to

But a man never returns home in a safe-
ties but can't be made at a season or a day prescribed or
your rule. but at a most convenient time or place at which
particular place is good for. ent. to transfer it to in. can be
done once it is confirmed a person's business to the ten 6.4.10
12 Mod 53³ Feb 24 1877 Aug. 588 The place is not com-
menced, but no time is specified, a day is found near or in. notice
or my own particular return day, make a good tender at a
place at a day - even to other days as soon but it must be
at a most convenient time, if it can be done at a time
to Pac Ten 10.11.35 to Feb 11 1875 354 To whom one is bound to pay
at a place certain at some time during his life to Pac Ten 10
20 10602

[illegible]

Slander

Rule When y words (tho false &c) are pertinent to y cause & suggested by his client he is not liable Esp. & 517 1 Com & 194 4 Bac 498 518 Cro. J. 90 3 Com 29 But if y words are impertinent (tho suggested by y client) y actor lies 3 B & 29 Cro. J. 90.1 So, as seems implied in 3 B & 29 if y words tho pertinent are scandalous & not suggested by y client. Counsel is liable Most of y Books however make no difference between those suggested by y client & those not suggested Bul 10 Esp. & 517 1 Rol 87 & 25 1 Com & 174 1 Rol 33 L 20 Does y circumstance affect y reason of y case, when by y supposition they are impertinent?

It has been decided y^t for y purpose of mitigating damages in favour of a client an advocate may use scandalous words not pertinently 4 Bac 498 Hob 328 1 Rol 87 110.2 n In a subsequent case (Sty 402 4 Bac 489) holden y^t an advocate is never 25 liable for scandalous words in defence of his client's cause. It is his duty; it is presumed y^t he was influenced by his client (But y writers do not mention y two last cases) See. 3 y rule founded on principle.

Pleadings in this Action

In declaring it is usual to state "falsely & maliciously" but it has been holden y^t y omission of "maliciously" was not fatal after verdict See Ru. 1 Com & 190 1 Saun 242 a 4 Bac 512 pl 8 1 Kibb 273. Over 51* maliciously it is said is not necessary if y words themselves are actionable for malice is "prima facie" implied i. e. such words if false prove or imply prima facie at least y fact of malice. But sh^d not y fact itself be alleged (as in murder) Forg words do not necessarily imply it, as a peepant does sliver &c How sergt ~~Wms~~ seems to consider y rule as l. 1 Saun 242 a n See Ru. still (*Nov 35 Bul & Esp & 516)

Slander

It is immaterial what y false words are if they are malicious & occasion special damages. Ex calling a single woman incontinent, by wh. she loses a match. Saying of a servant he is dishonest, unfaithful & incompetent or of a Lawyer is In-Slandering solvent 4 Bac 496 4 Co 17 In case of slandering a title (as it is called a Title bid) as calling an heir apparent, a Bastard; it is suff^t to show remote or probable damage Exp. & 501 4 Co 17 Eo. 3. 212 4 Bac 494 1 Mol 38 Ex Plf's father or ancestor had signified a design to disinherit 4 Co 17 Exp 501 So decided in favour of youngest son, tho not heir apparent But no action lies if Def. claim to be next of kin The words are then only an assertion of his own claim Id. Slandering of Title then is not per se actionable; probable or remote damage must be shown

Gen^l Issue The gen. issue is a denial either y^t Def. spoke y words. Issue or y^t they are not actionable, for want of malice, as in y case of confidential communications (sup.) 1 B. R 110 Bul 8 Exp. & 503. 17 1 Lev 82 i. e. either or both y^{se} facts may be denied under y^t issue In Court y gen. issue includes all defences (even y^t y words are true or otherwise justifiable) except such as arise from some act of y Plf. amounting to a discharge But by rules of y Sup. Ct. notice of Justification must be given

The gen. character of y Plf. as to y species of crime charged may in Court be proved in mitigation of damages 1 ^{not} Ret 354. 450 But other particular acts of y same kind as those charged, cannot, where y charge is of particular acts. Sees when y charge is gen. see Bul 295 Pea. ev. 6^d Sup. Ct 1807 no mal. gen. rule till lately at least in Eng. 1 Maule & Sel 284 2 Co 251 Pea. ev. app 292 Perjury charged; Plf's gen. character in point of probity & veracity impeached Parker 25 Bran. C. C. N. S. 1820 Sept. 6 Mass 518 John 546 1 Ph. Ev 140

Slander

But when words spoken at another time are given in ev. 28
 under y^d rule, y^d def may prove them true to rebut y^d inference of
 malice Exp 518 Bul 10 But words not stated & spoken at a diff^t
 time, must^{be} be admissible, be similar to those charged i.e. wh
 affect Plf's character in y^e same point as y^e words laid ex. Both
 impeaching his integrity or his conduct in office Ex. Exp 518. 20
 Bul 10 (S^d y^e same words only Bul 10 "words similar" Exp 518
 In Eng. St of Lim^s as to libels slander is two years from y^e time
 of uttering it. It extends in construction only to actionable words
 for in case of words not actionable y^e special damage might
 not accrue till after y^e time yet y^e words of y^e St are "within
 two years after y^e words have been spoken" Exp. 519 1 Ric 95
 Com. St. limits y^e actⁿ to 3 years - does not extend to words
 not actionable

Genly a joint action of slander by two or as two will
 not lie for y^e reputation of A is not y^e of B. - it is not a tort 29
 wh. supposes any act of course no j^t wrong - Secus of libel
 Post 35 Mal' Bos = 39. 40 2 Bac 934 Exp. 504 Bul 5 1 Com. 195
 By 19 a 4 Bac 511 Ryer 120. 63 Pl. 17 Ergo lies not as two by right
 violated can't be joint ergo it lies not by two But two part-
 ners in trade may sue jointly. for words spoken of y^e as
 such, when special damage is sustained by y^e firm Here
 a j^t right or interest is violated & y^e dam. is j^t 3 B & P 180
 2 Sel 1162 2 Saun 117 a n Suppose y^e words actionable in y^e
 selves & no special damage alleged & Du Williams
 Jagg^t thinks y^e action would lie 2 Saun 117 a n & why not?
 actual damage would be a j^t damage; implied or presu-
 ed and therefore seem to be so

Slander

But nothing in gen. is construed as a libel wh. is necessary in y regular course of legal pleadings. Ex In a declⁿ, complaint affidavit &c Esp. C. 505 2 Bar 897 as in case of words spoken Ante 216 The action lies not for publishing a true account of a trial 32 in a Ct of Justice; tho' P's character is injured by it 1 B. & P. 525 5 Esp. R. 110 8 J. R. 293 1 Esp. R. 456 In a civil action y truth of a libel as of words not written is a justification 1 J. R. 784 4 Edm. 150 Hobbs 2 Mod 108 11 " 99 4 Com 154 3 " 125, 6 Bul 8, 9 Contra a holder 4 Bac 515 3 Bac 495

Sees on a criminal prosⁿ at C. L. 3 Bl 125, 6 4 " 150 4 The mal. 548, 9 Stra 498 5 Co 125 Tho' falsity aggravates y guilt 4 Com 150 2 McR 648, 9 Nor is y bad reputation of y person libelled a justification 2 McR 649 7 J. R. 4 For its tendency to breach of y peace is what renders it a crime The object of y prosⁿ is not reparation of a civil injury; but punishment for endangering y public peace, & where y attack is made upon private character is not y rule reasonable? Truth of y words is a justification under y Com. St. J. G. thinks y C. L. rule is y correct one It is essential to y construction of a libel, y^t it be published; y mode of publicatⁿ seems to be various Writing it originally seems to be suff^t tho' indicted by a third person, y^t being an essential part of y making of a libel Esp. C. 510 Court 405 5 Mod 103 2 McR 642. 14 R. 3 * I should suppose y^t y truth of y words in a libel upon a public character ought to be a justification; from reasons of policy

But merely transcribing it without showing it to any one 33 is not a publⁿ but it is ev. of a fact publⁿ if y libel be made public Esp. C. 500 9 Co 596 Sal 419 But composing it; procuring it to be composed; reading it to others after one knows y contents; delivering it, or showing it to others; sending it in a letter to a third person; fixing it in a public place, amount to a publication in Law For to be wilfully or wrongfully instrumental, in making it public is to incur y guilt of actual publⁿ Esp. C. 510 9 Co 596 5 " 125, 6 3 Bac 497 1 Harv 195 2 McR 648 La. R. 341, Sal 418 2 Bl. Rep. 1038 La. R. 417, 85